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Memo: For Clerk, Circuit Court of Appeals.

EUGENE M. MURPHEY, JR., ET AL,
Plaintiffs and Appellees

versus

M. T. REED, ET AL, a co-partnership, dba M. T. REED CONSTRUCTION COMPANY,
Defendants and Appellants.

(From judgment dated April 1, 1947, filed April 3, 1947, and order May 10, 1947, filed May 12, 1947, overruling Motion for new trial, in favor of Eugene M. Murphey, Jr., and 116 others, Plaintiffs, and against M. T. Reed, et al, a co-partnership, dba M. T. Reed Construction Company, Defendants, the Defendants appeal.)

Attorneys for Appellants:

(Write)

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Ricketts & Wise, Deposit Guaranty Bank Bldg., Jackson, Mississippi.

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3rd Floor Hewes Bldg., Gulfport, Mississippi.

Hon. English Lindsey,
307 Hewes Bldg., Gulfport, Mississippi.

IN THE DISTRICT COURT OF THE UNITED STATES SOUTHERN DISRICT OF MISSISSIPPI SOUTHERN DIVISION.

PLEAS AND PROCEEDINGS, had and done, in the District Court of the United States, Southern District of Mississippi, Southern Division, before the Honorable S. C. Mize, District Judge, On May 10, 1947, that being the time, and Biloxi, Mississippi, the place, fixed by law for hearing said cause.

Among the proceedings had and done, were the following:

(Filed February 19, 1944.)

Eugene M. Murphy, Jr., Vincent T. Crawley, Nicholas S. Cuevas, Robert Leeton, Eugene O. Adams, Wilfred Stephen Lockyer, Charles A. Lelong, John P. Pentecost, Jr., Joseph C. King, Hervey McQuirter, William H. Softy, Escoe A. Brown, John W. Roddie, Ralph C. Frazier, Charles R. Jenks, Samuel L. Smith, Hervey Jerome McQuirter, Thomas A. Williamson, James O. Giles, James H. Harrod, Denton B. Jordan, Robert M. Norwood, Carl Crisp Campbell, Frank H. Crout, Howard O. Shipp, Rufus R. Broadus, Robert H. Holz, Edward E. King, Joseph S. Collins, Herbert H. Robinson, Sam Moody, Paul W. Killinger, Herbert Paige, E. D. Singleton, Jr., William L. Ervin, Vincent E. Shannon, Owen A. Malley, Thomas Webb, V. O. Wilder, Douglas W. Nash, Wendell L. Ward, John B. Price, Jesse M. Ward, Ferdinand J. Ladner, William R. Henslee, James G. Donley, Guy H. Farnham, Floyd I. Gill, Margaret Alford, Charles F. Williams, Jr., Walter D. Moore, Thomas L. Moon, Jacob H. Henn, Tom Brown, Clayton H. Myers, Cecil B.

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Everett, Jack Braumiller, C. L. Roshore, W. W. Dowdle, Harold W. Stevens, T. W. Batson, Alton E. Creel, John E. Pearson, Harry A. Schattgen, Harry C. Fields, David H. Hovey, Guy R. Wilson, Robert E. Farrish, Werlein J. Niolet, Leroy S. Dubisson, L. L. Bronson, Leonell J. Arceneaux (now Mrs. P. G. Bernheim), Emmett Dubuisson, Walter N. Everett, Joe Lee, Jr., John Henry Bradley, R. A. Van Scoter, Paul C. Cutler, Oliver J. Cuevas, Frederick F. Prout, Clyde A. Netto, John Howard, J. H. Mims, Eddie S. Spiers, T. A. Williamson, Thomas W. Egloff, Philip J. DiNicola, Fener Hall, William J. Williams, John W. O'Bryant, Milton J. Necaise, Andrew B. Holder, Sr., Harry R. Prout, Stanford E. Morse, Jr., Leonard C. Larsen, L. W. Broadus, H. D. Broadus, Charles A. Cox, R. W. Kyzar, Gerald R. Rearick, Levi Cuevas, C. V. McCall, Charles D. Waller, John W. Meek, Leon M. Ladner, Julian Bounds, C. E. Hogue, S. K. Day, Florence M. Cuevas, Lawrence Kilday, Jr., J. Warren Patterson, Napoleon L. Cassibry, George E. Morse, Frank N. Taylor, J. C. Glass, William R. Terry, Thomas J. Herrin, William W. Keeler, Daniel B. Watson, Malcolm D. Watson, Plaintiffs,

v. Civil Action No. 401.

M. T. Reed, T. L. Reed, Jr., Mrs. M. T. Reed, Mrs. T. L. Reed, Jr., and Mrs. S. S. Hairston, a co-partnership doing business as M. T. Reed Construction Company, Defendants.

---

4 COMPLAINT.

1. Plaintiffs bring this action to recover from defendants unpaid minimum wages and unpaid overtime compensation in the amount of approximately Seventy-five

Thousand ($75,000) Dollars and an additional equal amount of liquidated damages, pursuant to the Fair Labor Standards Act of 1938 and particularly under Section 16 (b) of said Act (Pub. No. 718 75th Cong. 52 Stat. 1060) hereinafter referred to as the Act, making an aggregate demand of One Hundred Fifty Thousand ($150,000) Dollars, plus reasonable attorneys fees as provided in the Act.

2. Jurisdiction is conferred on the Court by Section 41 (8) 28 U. S. C. A. (Judicial Code) 24, giving the District Court original jurisdiction of all suits and proceedings arising under any law regulating commerce and by Section 16 (b) of the Act; the said defendants at all times herein mentioned and at the present time doing business within the Southern Division of the Southern District of Mississippi, and the causes of action herein set out having occurred and accrued within the said Division and District. The plaintiffs herein bring, combine and consolidate their several causes of action in this one action to avoid a multiplicity of suits; the said causes of action arising out of the same set or chain of circumstances, upon the same project and against the same defendants, and having a common point of law and fact.

3. Defendants are a co-partnership composed of M. T. Reed, Mrs. M. T. Reed, T. L. Reed, Jr., Mrs. T. L. Reed, Jr., and Mrs. S. S. Hairston, and do business under the name of M. T. Reed Construction Company, and at all times hereinafter mentioned the said co-partnership was engaged in a project at Gulfport, Mississippi, and at other points without the State of Mississippi, in the manufacture, production, transportation, crating, receiving and shipping of various materials of all kinds and description in interstate commerce and in foreign commerce,

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and that the said defendants as a co-partnership were engaged in interstate commerce; that all of the plaintiffs herein in their various capacities as employees of M. T. Reed Construction Company were engaged in interstate commerce in shipping, receiving, crating, transporting, and otherwise performing functions necessary and incidental to the defendants' carrying on their business in interstate commerce, and the plaintiffs were all engaged in the production of goods for interstate commerce and in the work necessary and incidental thereto by which the defendants produced for interstate commerce, received in interstate commerce, transported and delivered in interstate commerce to various points outside the State of Mississippi and received from various points outside of the State of Mississippi.

4. The machinery, equipment, goods, wares, and merchandise manufactured, produced, received, transported, shipped, bought and sold by the defendants compete with similar goods so handled in other states, and defendants compete with other persons, firms, and corporations engaged in similar work in interstate commerce.

5. That prior to July 8, 1942, the defendants were complying with the Wage and Hour Law and Fair Labor Standards Act of 1938, but that beginning with July 8, 1942, the defendants consistently violated the aforesaid Act and violated and breached their contract and agreement with the plaintiffs herein so that for the time they worked for the defendants, the defendants became indebted unto the following plaintiffs in the following sums for time and half time as overtime above and beyond the hour week for which they were hired; the said plaintiffs as hereinbelow set out have their time figured with close approximation to the amounts set opposite their names,

but the true figures are wholly and peculiarly within the possession of the defendants:

Eugene M. Murphey, Jr.	$1,750.00
Vincent T. Crawley	1 151.00
Nicholas S. Cuevas	550.00
Robert Leeton	589.50
Eugene O. Adam	450.00
Wilfred Stephen Lockyer	601.68
Charles A. Lelong	960.00
John P. Pentecost, Jr.	887.54
Joseph C. King	904.66
Hervey McQuirter	869.38
William H. Softy	195.00
Escoe A. Brown	564.00
John W. Roddie	500.00
Ralph C. Frazier	846.70
Charles R. Jenks	195.00
Samuel L. Smith	349.22
Hervey Jerome McQuirter	155.00
Thomas A. Williamson	300.00
James O. Giles	300.00
James H. Harrod	1,649.31
Denton B. Jordan	188.00
Robert M. Norwood	225.00
Carl Crisp Campbell	300.00
Frank H. Crout	1,600.00
Howard O. Shipp	350.00
Rufus R. Broadus	145.00
Robert H. Holz	877.53
Edward E. King	175.00
Joseph S. Collins	208.32
Herbert H. Robinson	357.40
Sam Moody	550.00
Paul W. Killinger	1,013.79
Herbert Paige	500.00
E. D. Singleton, Jr.	800.00

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6. The following plaintiffs do not have the exact or approximate amounts due them as hereinabove alleged, though they know it is within the amount of the demand as hereinabove set out, and such information and exact figures lie wholly and peculiarly within the knowledge and possession of the defendants, the defendants having after July 8, 1942, as had been formerly done, required each individual working for the said co-partnership to check in upon his arrival for work and to check out upon his leaving, so that an accurate record was kept of the actual time put in by each individual employee, but that the defendant would not pay either straight time or time and half time for all overtime and instead would pay only for a forty hour week, forty-four hour week, forty-eight hour week, etc., as the case might be in each individual instance:

William L. Ervin.
Owen A. Malley.
V. O. Wilder.
Wendell L. Ward.
Jesse M. Ward.
William R. Henslee.
Guy H. Farnham.
Margaret Alford.
Walter D. Moore.
Jacob H. Henn.
Clayton H. Myers.
Jack Braumiller.
W. W. Dowdle.
W. T. Batson.
John E. Pearson.
Harry C. Fields.
Guy R. Wilson.
Werlein J. Niolet.
Thomas Webb.
Douglas W. Nash.
John B. Price.
Ferdinand J. Ladner.
James G. Donley.
Floyd I. Gill.
Charles F. Williams, Jr.
Thomas L. Moon.
Tom Brown.
Cecil B. Everett.
C. L. Roshore.
Harold W. Stevens.
Alton E. Creel.
Harry A. Schattgen.
David H. Hovey.
Robert E. Farrish.
Leroy S. Dubuisson.
Leonell J. Arceneaux (now

L. L. Bronson.
Emmett Dubuisson.
Joe Lee, Jr.
R. A. Van Scoter.
Oliver J. Cuevas.
Clyde A. Netto.
J. H. Mims.
T. A. Williamson.
Philip J. DiNicola.
William J. Williams.
Milton J. Necaise.
Harry R. Prout.
Leonard C. Larsen.
H. D. Broadus.
Levi Cuevas.
Charles D. Waller.
Leon M. Ladner.
C. E. Hogue.
Georgia Dorothy Day.
Lawrence Kilday, Jr.
Napoleon L. Cassibry.
Frank N. Taylor.
William R. Terry.
William W. Keeler.
Malcolm D. Watson.
Vincent E. Shannon.
Mrs. P. G. Bernheim).
Walter N. Everett.
John Henry Bradley.
Paul C. Cutter.
Frederick F. Prout.
John Howard.
Eddie S. Spiers.
Thomas W. Egloff.
Fener Hall.
John W. O'Bryant.
Andrew B. Holder, Sr.
Stanford E. Morse, Jr.
L. W. Broadus.
Charles A. Cox.
Gerald R. Rearick.
C. V. McCall.
John W. Meek.
Julian Bounds.
S. K. Day.
Florence M. Cuevas.
J. Warren Patterson.
George E. Morse.
J. G. Glass.
Thomas J. Herrin.
Daniel B. Watson.

7. Plaintiffs allege that all of the operations in which the defendant was engaged and the work required of each of the several plaintiffs herein partook of the nature of interstate commerce and of the production of goods in interstate commerce so that each and every one of plaintiffs was engaged essentially in interstate commerce and in the production of goods and operations necessary and incident to interstate commerce.

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Wherefore, plaintiffs pray that judgment be awarded them in various amounts as each plaintiff is entitled to and in the aggregate amount of approximately $75,000.00 for the unpaid minimum wage and unpaid overtime compensation and an additional equal amount as liquidated damages, making a total of $15,000.00, together with costs, and the Court allow such reasonable sum for attorneys fees to be paid by the defendants as to the Court may seem meet and proper.

BIDWELL ADAM,

3rd Floor Hewes Bldg.
Gulfport, Mississippi.

and

MIZE, THOMPSON & MIZE,

400-407 Hewes Bldg.,
Gulfport, Mississippi.

(Sgd.) By R. W. THOMPSON, JR.,
Attorneys for Plaintiffs.

MOTION.

Filed March 3, 1944.

12 (Title Omitted.)

Comes M. T. Reed, T. L. Reed, Jr., Mrs. M. T. Reed, Mrs. T. L. Reed, Jr., and Mrs. S. S. Hairston, a co-partnership doing business as M. T. Reed Construction Company, defendants, by Toxey Hall, United States Attorney, and

moves the Court for ninety days additional time in which to plead or answer the bill of complaint in this cause.

TOXEY HALL,
United States Attorney.
By JOHN W. SAVAGE,
(John W. Savage,)
Assistant.

Movants in support of said motion would show unto the Court that there are approximately one hundred twenty-one plaintiffs in this cause, and the additional time is necessary for defendants to make proper investigation of the facts in this case before defendants can plead or answer in said cause.

M. T. REED, ET AL,
By TOXEY HALL,
United States Attorney.
By JOHN W. SAVAGE,
(John W. Savage),
Assistant.

(Certificate of service of copy of the foregoing omitted.)

* * * * * *

ORDER.

Filed March 3, 1944.

C. O. B. 2, Page 687.

13 (Title Omitted.)

This cause coming on this day to be heard on motion of the defendants, M. T. Reed, T. L. Reed, Jr., Mrs. M. T.

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Reed, Mrs. T. L. Reed, Jr., and Mrs. S. S. Hairston, a co-partnership doing business as M. T. Reed Construction Company, for ninety days additional time in which to plead or answer to the bill of complaint of plaintiffs in this cause, and the Court having heard and considered the same is of the opinion that the motion should be sustained, and the ninety days additional time should be granted the defendants in which to plead or answer.

It is therefore ordered and adjudged that the defendants be and they are hereby granted ninety days additional time in which to plead to or answer the bill of complaint in this cause.

Ordered and Adjudged on this the 3rd day of March, 1944.

S. C. MIZE,
United States District Judge.

MOTION.

Filed September 15, 1944.

14 (Title Omitted.)

Comes M. T. Reed, T. L. Reed, Jr., Mrs. M. T. Reed, Mrs. T. L. Reed, Jr., and Mrs. S. S. Hairston, a co-partnership, doing business as M. T. Reed Construction Company, defendants, by Toxey Hall, United States Attorney, and moves the Court for additional time, from September 15, 1944 to November 1, 1944, in which to plead to or answer bill of complaint in this cause.

Movants in support of said motion would show unto the Court that they have been advised by the Department of

Justice in Washington, D. C., that representatives from the office of the Administrator of the Wage and Hour Division, are now engaged in an independent investigation at the Advance Naval Base, Gulfport, Mississippi, to determine which, if any, of the said claims for over-time involved in this suit, can be disposed of administratively, and that it will require several more weeks to conclude the investigation and file report with the Administrator of the Wage and Hour Division, in Washington, D. C., whereupon the Administrator, the Navy Department and the Department of Justice will have to confer and study the report, after which the Department of Justice will instruct the United States Attorney for the Southern District of Mississippi what action to take in the premises.

And the Movants would show in support of said motion that the additional time is needed to determine if the claims involved in this suit can be disposed of administratively,

And for further grounds to be given on the hearing of this motion.

TOXEY HALL,
United States Attorney,
By JOHN W. SAVAGE,
(John W. Savage),
Assistant.

(Certificates of hearing and service of copy of foregoing omitted.)

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ORDER.

Filed Sept. 18, 1944.

C. O. B. #3, p. 67.

16 (Title Omitted.)

This Cause coming on this day to be heard on motion of Toxey Hall, United States Attorney for the Southern District of Mississippi, on behalf of the defendants, M. T. Reed, T. L. Reed, Jr., Mrs. M. T. Reed, Mrs. T. L. Reed, Jr., and Mrs. S. S. Hairston, a co-partnersip, doing business as M. T. Reed Construction Company, for additional time, to-wit from September 15, to November 1, 1944, in which to plead to or answer the bill of complaint of plaintiffs in this cause, and the Court having heard and considered the same, is of the opinion that the motion should be sustained and the additional time, to-wit, from September 15, 1944 to November 1, 1944, should be granted the defendants in which to plead or answer.

It Is, Therefore, Ordered And Adjudged that the defendants be and they are hereby granted the additional time, to-wit, from September 15, 1944 to November 1, 1944, in which to plead to or answer the bill of complaint in this cause.

Ordered and Adjudged, this the 16th day of September, 1944.

(Sgd.) S. C. MIZE,
(S. C. Mize)
Judge, United States
District Court.

ORDER.

Filed Oct. 27, 1944.

C. O. B. 3, Page 99.

17 (Title Omitted.)

This Cause coming on this day to be heard on motion of Toxey Hall, United States Attorney, on behalf of the defendants, M. T. Reed, T. L. Reed, Jr., Mrs. M. T. Reed, Mrs. T. L. Reed, Jr., and Mrs. S. S. Hairston, doing business as M. T. Reed Construction Company, for additional time, to-wit, from November 1, 1944 to January 2, 1945, in which to plead or answer the bill of complaint herein, and the Court having heard and considered the same, is of the opinion that the motion should be sustained and the additional time from November 1, 1944 to January 2, 1945, should be granted the defendants in which to plead or answer.

It Is, Therefore, Ordered and Adjudged, that the defendants be and they are hereby granted the additional time, to-wit, from November 1, 1944 to January 2, 1945, in which to plead or answer the bill of complaint in this cause.

Ordered and Adjudged, this the 25th day of October, 1944.

(Sgd.) S. C. MIZE,
(S. C. Mize)
Judge United States
District Court.

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MOTION.

Filed January 4, 1945.

18 (Title Omitted.)

Comes M. T. Reed, T. L. Reed, Jr., Mrs. M. T. Reed, Mrs. T. L. Reed, Jr., and Mrs. S. S. Hairston, a co-partnership, doing business as M. T. Reed Construction Company, defendants, by Toxey Hall, United States Attorney for the Southern District of Mississippi, and moves the Court for additional time, from January 2, 1945 to February 8, 1945, in which to plead or answer the bill of complaint in this cause.

Movants in support of said motion would show unto the Court that they have been advised by the Department of Justice in Washington, D. C., that the investigations made by the Administrator of the Wage and Hour Division and by the Navy Department have been completed and the reports are now being compiled, but that the additional time requested is necessary to complete the compilation of the reports, the filing of same with the Department of Justice and the review of the said reports in order that proper answer may be made to the bill of complaint herein filed.

TOXEY HALL,
United States Attorney,
By JOHN W. SAVAGE,
(John W. Savage)
Assistant.

(Notice of hearing and Certificate of service of copy omitted.)

* * * * * *

ORDER.

Filed Jan. 4, 1945.

C. O. B. 3, p. 144.

19 (Title Omitted.)

This cause coming on this day to be heard on motion of Toxey Hall, United States Attorney for the Southern District of Mississippi, on behalf of the defendants named in caption hereof, for additional time, to-wit, from January 2, 1945 to February 8, 1945, in which to plead or answer the bill of complaint herein, and the Court having heard and considered the same is of the opinion that said motion should be sustained;

It is, therefore, ordered and adjudged that the defendants be and they are hereby granted the additional time, to-wit, from January 2 to February 8, 1945, in which to plead or answer to the bill of complaint filed herein.

Ordered and adjudged, this the 1st day of Jany., 1945.

(Sgd.) S. C. MIZE,
(S. C. Mize)
Judge, U. S. District Court.

MOTION OF W. E. BAILEY, JR., FOR LEAVE TO INTERVENE AS PARTY PLAINTIFF.

Filed January 3, 1945.

20 (Title Omitted.)

W. E. Bailey, Jr., by his Attorney, English Lindsey, moves for leave to intervene as a plaintiff in this action

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to assert his claim set forth in his proposed complaint, of which a copy is attached hereto, on the ground that his claim is based on a question of law and fact in common with the several claims or main action as set forth in the original complaint herein.

(Sgd.) ENGLISH LINDSEY,
Attorney for W. E. Bailey, Jr.,
Applicant for intervention.

Address:
307 Hewes Bldg.,
Gulfport, Mississippi.

ORDER GRANTING MOTION FOR LEAVE TO INTERVENE.

Filed January 3, 1945.

C. O. B. #3, page 142.

21 (Title Omitted.)

This cause was heard on application of W. E. Bailey, Jr., for leave to intervene as party plaintiff herein, and the Court having considered the arguments of counsel and being advised in the premises, it is

Ordered, that W. E. Bailey, Jr., be and he hereby is granted leave to intervene herein as party plaintiff.

(Sgd.) S. C. MIZE,
United States District Judge.

Jany. 3rd, 1945.

INTERVENER'S COMPLAINT.

Filed January 3, 1945.

22 (Title Omitted.)

1. Plaintiff brings this action to recover from defendants unpaid minimum wages and unpaid overtime compensation in the amount of approximately One Thousand, Six Hundred Dollars, ($1,600.00), and an additional equal amount of liquidation damages pursuant to the Fair Labor Standards Act of 1938 and particularly under Section 16(b) of said Act (Pub. No. 718 75th Cong. 52 Stat. 1060) hereinafter referred to as the Act, making an aggregate demand of Three Thousand and Two Hundred Dollars, ($3,200.00) plus reasonable attorneys fees as provided in the Act.

2. Jurisdiction is conferred on the Court by Section 41 (8) 28 U. S. C. A. (Judicial Code) 24, giving the District Court original jurisdiction of all suits and proceedings arising under any law regulating commerce and by Section 16 (b) of the Act; the said defendants at all times herein mentioned and at the present time doing business within the Southern Division of the Southern District of Mississippi, and the causes of action herein set out having occurred and accrued within the said Division and District.

3. Defendants are a co-partnership composed of M. T. Reed, Mrs. M. T. Reed, T. L. Reed, Jr., Mrs. T. L. Reed, Jr., and Mrs. S. S. Hairston, and do business under the name of M. T. Reed Construction Company, and at all times hereinafter mentioned the said co-partnership was engaged in a project at Gulfport, Mississippi, and at other points without the State of Mississippi, in the manu-

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facture, production, transportation, crating, receiving and shipping of various materials of all kinds and description in interstate commerce and in foreign commerce, and that the said defendants as a co-partnership were engaged in interstate commerce; that the plaintiff herein in his various capacities as employee of M. T. Reed Construction Company was engaged in interstate commerce in shipping, receiving, crating, transporting, and otherwise performing functions necessary and incidental to the defendants' carrying on their business in interstate commerce, and the plantiffs was engaged in the production of goods for interstate commerce and in the work necessary and incidental thereto by which the defendants produced for interstate commerce, received in interstate commerce, transported and delivered in interstate commerce to various points outside the State of Mississippi and received from various points outside of the State of Mississippi.

4. The machinery, equipment, goods, wares, and merchandise manufactured, produced, received, transported, shipped, bought and sold by the defendants compete with similar goods so handled in other states, and defendants compete with other persons, firms, and corporations engaged in similar work in interstate commerce.

5. That prior to July 8, 1942 the defendants were complying with the Wage and Hour Law and Fair Labor Standards Act of 1938, but that beginning with July 8, 1942, the defendants consistently violated the aforesaid Act and violated and breached their contract and agreement with the plaintiff herein so that for the time he worked for the defendants, the defendants became indebted unto him for time and half time as overtime above and beyond the hour week for which he was hired. Plaintiff however alleges that the true figures of his record of

work are wholly and peculiarly within the possession of the defendants. Plaintiff has made demand upon defendants to render him a true account of the time he worked for defendants but they have failed to render same to him, but plaintiff alleges that the said defendants owe him approximately One Thousand Six Hundred Dollars ($1,600.00) as the balance due him for time and half time wages.

6. Plaintiff as aforesaid does not have the exact amount due him as herein above alleged, though he knows it is in the approximate sum of One Thousand, Six Hundred Dollars ($1,600.00).

7. Plaintiff alleges that all of the operations in which the defendant was engaged and the work required of plaintiff herein partook of the nature of interstate commerce and of the production of good in interstate commerce so that plaintiff was engaged essentially in interstate commerce and in the production of goods and operations necessary and incident to interstate commerce.

Wherefore, plaintiff prays that judgment be awarded him in the amount of approximately One Thousand, Six Hundred Dollars ($1,600.00) for the unpaid minimum wage and unpaid overtime compensation and an additional equal amount as liquidated damages, making a total of Three Thousand, Two Hundred Dollars, ($3,200.00), together with costs, and that the Court allow such reasonable sum for attorneys fees to be paid by the defendants as to the Court may seem meet and proper.

(Sgd.) ENGLISH LINDSEY,
(English Lindsey)
Attorney for Intervener.

307 Hewes Building,
Gulfport, Mississippi.

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26 ANSWER.

Filed February 10, 1945.

(Title Omitted.)

Come now the defendants and for answer to the complaint filed herein show unto the Court:

I.

Defendants, answering paragraph 1 of the complaint, admit that plaintiffs' action is brought under the Fair Labor Standards Act, but deny that defendants are indebted to plaintiffs for unpaid minimum wages and overtime compensation under the statute.

II.

The allegations of paragraph 2 are admitted.

III.

The defendants deny all and singularly the allegations of paragraph 3 of the complaint, except that it is admitted that defendants are a co-partnership, which during the period alleged, has been engaged in the construction and operation of an Advance Naval Base Depot for the United States Navy, at Gulfport, Mississippi.

IV.

The allegations of paragraph 4 of the complaint are denied.

V.

Without admitting that the Fair Labor Standards Act was or is applicable to plaintiffs, the defendants admit that the provisions of the Act were complied with prior to July 8, 1942, as alleged in paragraph 5, all other allegations of said paragraph being denied.

VI.

The defendants deny all and singularly the allegations of paragraph 6, except that it is admitted that defendants maintained records of the hours worked and wages paid to the plaintiffs, and defendants further allege that no additional compensation is due plaintiffs under the Fair Labor Standards Act, since the said Act is not applicable to plaintiffs' employment.

VII.

Paragraph 7 of the complaint is denied, as being a mere conclusion of law.

VIII.

And now affirmatively, the defendants aver that several of the plaintiffs herein, including the following, to-wit:

William W. Keeler, C. L. Roshore, C. E. Hogue, L. L. Brunson, W. W. Dowdle, William H. Softy, John E. Pearson, Robert E. Farish, Eugene M. Murphey, Jr., S. K. Day, Guy H. Farnham, J. Z. Gloss (J. G. Glass), W. T. Batson, David H. Hovey, Frank N. Taylor, W. S. Lockyer, Charles R. Jenks and others. were not subject to the wage and hour provisions of the Fair Labor Stand-

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ards Act for the reason that said employees were expressly exempt from said provisions of the statute, as being engaged in bona fide executive, administrative and professional capacities within the meaning of Section 13(a)(1) of the Act.

Wherefore, defendants pray that plaintiffs' complaint be dismissed with costs.

TOXEY HALL,
United States Attorney,
By JOHN W. SAVAGE,
(John W. Savage),
Assistant.

(Certificate of Service of copy of foregoing omitted.)

29 ANSWER.

Filed February 10, 1945.

(Title Omitted.)

Come now the defendants and for answer to the complaint filed herein by W. E. Bailey, Jr., Intervener, would show unto the Court:

I.

Defendants, answering paragraph 1 of the complaint, admit that plaintiffs' action is brought under the Fair Labor Standards Act, but deny that defendants are indebted to plaintiff for unpaid minimum wages and overtime compensation under the statute.

II.

The allegations of paragraph 2 are admitted.

III.

The defendants deny all and singularly the allegations of paragraph 3 of the complaint, except that it is admitted that defendants are a co-partnership, which during the period alleged, has been engaged in the construction and operation of an Advance Naval Base Depot for the United States Navy, at Gulfport, Mississippi.

IV.

The allegations of paragraph 4 of the complaint are denied.

V.

Without admitting that the Fair Labor Standards Act was or is applicable to plaintiff, the defendants admit that the provisions of the Act were complied with prior to July 8, 1942, as alleged in paragraph 5, all other allegations of said paragraph being denied.

VI.

The defendants deny all and singularly the allegations of paragraph 6, except that it is admitted that defendants maintained records of the hours worked and wages paid to the plaintiff, and defendants further allege that no additional compensation is due plaintiff under the Fair Labor Standards Act, since the said Act is not applicable to plaintiff's employment.

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VII.

Paragraph 7 of the complaint is denied, being a mere conclusion of law.

Wherefore, defendants pray that plaintiff's complaint be dismissed with costs.

TOXEY HALL,
United States Attorney,
By JOHN W. SAVAGE,
(John W. Savage),
Assistant.

(Certificate of service of Copy of foregoing omitted.)

MOTION OF BERT L. ROBERTS FOR LEAVE TO INTERVENE AS PARTY PLAINTIFF.

31 Filed July 3, 1945.

(Title Omitted.)

Bert L. Roberts, by his attorneys, Mize, Thompson & Mize, moves for leave to intervene as a plaintiff in this action to assert his claim set forth in the proposed complaint, of which a copy is attached hereto on the ground that his claim is based on a question of law and fact in common with the several claims or main action as set forth in the original complaint herein.

MIZE, THOMPSON & MIZE,
Attorneys for Bert L. Roberts.

400-407 Hewes Building,
Gulfport, Mississippi.

32 ORDER GRANTING MOTION FOR LEAVE TO INTERVENE.

Filed July 4, 1945.

C. O. B. 3, p. 425.

(Title Omitted.)

This cause was heard on application for Bert L. Roberts for leave to intervene as party plaintiff herein, and the Court, having heard and considered same and being advised in the premises, is of the opinion that the motion should be sustained. It is therefore,

Ordered and Adjudged that Bert L. Roberts be, and he hereby is granted leave to intervene as a party plaintiff.

This the 3rd day of July, A. D., 1945.
(Sgd.) S. C. MIZE,
U. S. District Judge.

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33 INTERVENERS COMPLAINT.

Filed July 4, 1945.

(Title Omitted.

1. Plaintiff brings this action to recover from the defendants unpaid minimum wages and unpaid overtime compensation in the amount of approximately $1200.00 and an additional equal amount of liquidated damages pursuant to the Fair Labor Standards Act of 1938 and particularly under Section 16 (b) of said act (Pub. No.

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718, 75th Congress, 52 Statutes 1060) hereinafter referred to as the Act, making an aggregate demand of $2400.00 plus reasonable attorneys' fees as provided in the Act.

2. Jurisdiction is conferred on this Court by Section 41 (8) 28 U. S. C. A. 24, giving the District Court original jurisdiction of all suits and proceedings arising under any law regulating commerce and by Section 16 (b) of the Act; the said defendants at all times herein mentioned and at the present time doing business within the Southern Division of the Southern District of Mississippi and the causes of action herein set out having occurred and accrued within said division and district.

3. Defendants are a co-partnership composed of M. T. Reed, Mrs. M. T. Reed, T. L. Reed, Jr., Mrs. T. L. Reed, Jr. and Mrs. S. S. Hairston and do business under the name of M. T. Reed Construction Company, and at all times hereinafter mentioned the said co-partnership was engaged in a project at Gulfport, Mississippi, and at other points within the State of Mississippi, in the manufacture, production, transportation, crating, receiving and shipping of various materials of all kinds and descriptions in interstate commerce and in foreign commerce and that the said defendants as a co-partnership were engaged in interstate commerce; that the plaintiff herein in his various capacities as employee of M. T. Reed Construction Company was engaged in interstate commerce in shipping, receiving, crating, transporting and otherwise performing functions necessary and incidental to the defendants' carrying on their business in interstate commerce, and the plaintiff was engaged in the production of goods for interstate commerce and in the work necessary and incidental thereto by which the defendants produced for interstate commerce, received in interstate

commerce, transported and delivered in interstate commerce to various points outside the State of Mississippi.

4. The machinery, equipment, goods, wares and merchandise manufactured, produced, received, transported, shipped, bought and sold by the defendants complete with similar goods so handled in other states, and defendants compete with other persons, firms and corporations engaged in similar work in interstate commerce.

5. Plaintiff was employed by the defendants from July 4, 1942, to March 9, 1943, in the new construction department maintained by the defendants in Harrison County, Mississippi, checking and clearing invoices for payment, and from March 9, 1943, to August 22, 1944, he was employed by the said defendants in the maintenance and operation department maintained by the said defendants in Harrison County, Mississippi, but defendants immediately after plaintiff's employment violated constantly the aforesaid act and violated and breached its contract and agreement with the plaintiff herein so that for the time he worked for the defendants, the defendants became indebted unto him for time and half time as overtime above and beyond the hour week for which he was hired. Plaintiff, however, alleges that the true figures of his record of work are wholly and peculiarly within the possession of the defendants but plaintiff alleges that the defendants owe him approximately $1200.00 as the balance due him for time and half time wages.

6. Plaintiff, as aforesaid, does not have the exact amount due him as hereinabove alleged, though he knows that the amount due him is in the approximate sum of $1200.00.

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7. Plaintiff alleges that all of the operations in which the defendants were engaged and the work required of plaintiff herein partook of the nature of interstate commerce and of the production of goods in interstate commerce so that plaintiff was engaged essentially in interstate commerce and in the production and operation of goods necessary and incidental to interstate commerce.

Wherefore, plaintiff prays that judgment be awarded him in the amount of approximately $1200.00 unpaid minimum wages and unpaid overtime compensation and an additional amount equal as liquidated damages, making a total of $2400.00, together with costs, and that the Court allow such reasonable sum for attorneys' fees, to be paid by the defendants, as the Court may deem meet and proper.

(Sgd.) MIZE, THOMPSON & MIZE,
Attorneys for Intervener.

400-407 Hewes Building,
Gulfport, Mississippi.

(Certificate of service of copy of foregoing omitted.)

REQUEST FOR ADMISSION OF FACTS.

37 Filed October 26, 1946.

(Title Omitted.)

To: Mize, Thompson & Mize,
400-407 Hewes Building,
Gulfport, Mississippi,
Attorneys for Plaintiff.

Bidwell Adam,
Third Floor, Hewes Building,
Gulfport, Mississippi.

English Lindsey,
Attorney,
Gulfport, Mississippi.

Please take notice that the defendant hereby requests the plaintiffs, pursuant to Rule 36 of the Federal Rules of Civil Procedure to admit within ten days after service of this request, for the purpose of the above-entitled action only, and subject to all pertinent objections to admissibility which may be interposed at the trial, the truth of the following facts:

Organization:

The M. T. Reed Construction Company, hereinafter referred to as the Contractor, is a partnership which was organized in 1939 and which has its central office at Belzoni, Mississippi. The members of the partnership are M. T. Reed, Mrs. M. T. Reed, Mrs. S. S. Hairston, T. L. Reed, Jr., and Mrs. T. L. Reed, Jr. The only active partners are M. T. Reed and T. L. Reed, Jr. Although M. T. Reed Construction Company is engaged in the general

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contracting business, its principal business at the present time is the maintenance and operation of the Naval Advance Depot at Gulfport, Mississippi. J. S. Winbegley is the present general manager in active charge of the project.

Contracts:

On April 16, 1942, the Chief of the Bureau of Yards and Docks, Navy Department, addressed a "letter of intent" to the Contractor, authorizing it to begin construction of an Advance Base Depot and Camp for Construction Battalions at Gulfport, Mississippi. The Advance Base Depot, as its name implies, is a depot for the receiving of materials and equipment from all parts of the United States for storage, assembly and reshipment to advance bases for construction battalions (Seabees) located in the various theatres of war throughout the world. The Camp for Construction Battalions, while a part of the construction project, is separate and distinct from the Depot. It is a training camp for Navy personnel. The formal agreement providing for such construction, Contract NOy-5528, a cost-plus-a-fixed-fee contract between the Navy Department and the Contractor, was executed on September 18, 1942.

Shortly after entering into the agreement for the construction of the Depot and Camp, the Contractor entered into another contract with the Bureau of Yards and Docks, Navy Department, for the maintenance and operation of the Advance Base Depot which it was constructing at Gulfport. This agreement, which is also a cost-plus-a-fixed-fee contract, is designated as Supplemental Agreement No. 1 to Contract NOy-5528. The "letter of intent" authorizing the commencement of work under this contract was dated June 20, 1942, and the formal agreement was executed on October 16, 1942.

Performance of Contracts:

Separate organizations were maintained by the Contractor in performing work under each of the contracts. Employees working under the original or construction contract were known on the project as "construction" employees and were carried on the "construction" payroll. Employees working under the supplemental agreement or maintenance and operation contract were known as "maintenance and operation" employees, or more popularly as "M & O" employees. These employees were carried on the "M & O" payroll which was separate and apart from the "construction" payroll. However, from July 1, 1942, the date operations began under the "M & O" contract, until June 29, 1942, the date of final completion of construction work, both "construction" and "M & O" were carried on concurrently at the same project.

Construction:

The preliminary work incident to the construction of the project was begun in the latter part of April, 1942, and actual construction work in the field began approximately May 15, 1942. Construction of the project was completed on April 6, 1943, and the office work pertaining to construction was finally completed on June 29, 1943. There were approximately 5,000 employees engaged in construction work during the peak period.

The entire project covers roughly 1,150 acres and is located about three miles from the heart of Gulfport, Mississippi. The more important facilities at the Advance Base Depot are:

"M & O Administration Building: This building houses the administrative and clerical staff of "M & O". Here all office work pertaining to "M & O" is performed,

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which includes the necessary clerical work relating to the receiving of material and equipment from all parts of the country and its subsequent assembly and reshipment to the various theatres of war. In addition, there are located in this building the offices of the Navy Officer-in-Charge and the Navy Auditor. This building was first occupied on or about July 1, 1942.

"M & O" Warehouses: There are seven large warehouses, measuring 100' x 500', used by "M & O" for the storage of material and equipment received from points throughout the United States which is awaiting reshipment to advance bases all over the world. It appears that at least four of these warehouses were constructed and in use by September 3, 1942 and that all warehouses were compelte and accepted by the Navy on October 8, 1942.

Open Storage Area: This area covers approximately 90 acres and is used by "M & O" for the storage of materials and heavy equipment out-of-doors, which has been shipped into the Depot from many states and which is awaiting reshipment to bases throughout the world. The area has a network of roads which intersect in a rectangular pattern at 100' intervals to afford efficient ingress and egress to the storage area. Goods were first stored in this area sometime in June, 1942.

Railroads: The principal railroad of the Depot traverses the project near its northern boundary in an East-West direction. It connects with the Gulf and Ship Island Railroad, which is a branch of the Illinois Central System, and enters the Depot from the East. From this main line, several spur tracks stem in the southwesterly direction to the various "M & O" warehouses and open storage area. This railroad with its spur tracks was

constructed by the Contractor and apparently was first used as an instrumentality of interstate commerce on June 3, 1942. On that date a carload of nails arrived at the Depot by rail from the Keystone Wire and Steel Company, Peoria, Illinois. The Contractor's record of this shipment is shown by Voucher No. 55, Purchase Order No. 56. Subsequent to that date interstate shipments of materials by rail were regularly received by the Contractor. All construction material, as well as material and equipment handled by "M & O", was received and shipped over this railroad.

Another railroad traverses the project from East to West along the southern boundary of the Depot. This railroad was used primarily to transport Navy personnel to and from the Camp and virtually no freight was moved in or out of the Depot. Under its "M & O" contract, the Contractor maintains and operates all railroads at the Depot.

Contractor's Office: This office was a temporary structure used during the construction period to house employees who performed the office work relating to construction. The work performed included the purchasing and ordering of construction materials both from within and without the State of Mississippi. During the construction period over 2850 purchase orders were issued, and over 4500 vouchers were prepared in connection with the payment of such purchases. Bids were prepared and sent to prospective vendors in Mississippi and other states. Purchase orders were prepared and sent to the successful bidders. It is estimated that approximately 40% of the dollar value of the purchase orders were issued to out-of-state vendors. Upon receipt of the materials, receiving and inspection reports were checked against the purchase orders and invoices, reimbursement

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vouchers were made up, and checks prepared and mailed to the vendors. Receipted invoices and canceled checks were audited as a final check on the payment of the items purchased. Regular contact was maintained with vendors and prospective vendors by telephone, telegraph and mail. In addition, records pertaining to all construction employees were maintained in this office, including time, payroll, social security and war bond records. This building was occupied by construction personnel from about June 1, 1942, to January 10, 1943. After construction work was completed, this Contractor's office was remodeled and is now used as a barracks for the Waves.

Contractor's warehouse and lumber yard: During the first portion of the construction period, or from approximately 1 June 1942 to 1 Dec. 1942, all materials and equipment used in the construction of the project were stored in or near the Contractor's warehouse, which was used only for the storage of such material. It is located in the North Central portion of the project and is adjacent to the main railroad which traverses the North section of the Depot. The seven warehouses mentioned above were used to store maintenance and operations supplies and materials used in the maintenance of the Depot, and a second Contractor's warehouse was built at the extreme West end of the railroad which traverses the reservation from East to West along the South boundary line. This second warehouse was used for the storage of material used in the construction of the depot until the completion of the construction program.

The Lumber Yard was located in an area immediately North of the first contractor's warehouse and a spur track which connects with the principal East-West track ran through this yard to facilitate the unloading of lumber. Both construction lumber and export lumber were

stored in this yard until the construction of the second contractor's warehouse, at which time this lumber yard was devoted exclusively to storage of export lumber and a new location for the storage of construction lumber was used adjacent to the second contractor's warehouse.

The Camp for Construction Battalion is separate and distinct from the Depot. This Camp is located roughly in the southwest section of the project. The installations in this area include those of the usual training camp, such as barracks, mess halls, recreation centers, training workshops, etc. This Camp was constructed in six "areas", that is, an area for each battalion. Although the contractor constructed this camp under its construction contract, nevertheless, since the completion of the construction work, the camp has been operated entirely independent and apart from the Depot, and the Contractor performs only a small amount of maintenance work in connection with its operation. Originally, the camp was occupied by Construction or "Seabee" Battalions. At present, however, the camp is operated as a training center for the regular Navy and is known as the U. S. Naval Training Center.

In addition to the construction work at the project site, the contractor constructed two other minor facilities under its construction contract: (1) A rifle range approximately 25 miles north of Gulfport in the De Soto National Forest, which was used by Navy personnel in training at the camp in Gulfport, and (2) an ammunition storage depot was constructed during the period from January 27, 1943 to February 27, 1943. All materials used in constructing these two facilities were taken from stock on hand at the Gulfport project and delivered to the rifle range or ammunition depot by

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truck from that point. None of the materials were shipped directly to either location from extrastate points.

Maintenance and Operations:

Actual performance of the "M & O" contract began on or about July 1, 1942, which is the date on which the first payroll was set up for employees hired under this contract. However, for a period of approximately one month prior to this date the contractor began certain maintenances and operations work which was carried on by certain employees on the construction payroll. The original "M & O" contract was terminated on July 31, 1944. However, since August 1, 1944, the Contractor has continued to carry on the same functions with the same personnel under a new contract. Roughly 800 employees were employed during the peak of operations under the original contract.

The functions of the contractor is carrying out its maintenance and operation contract is succinctly set forth in the contract itself which provides:

"Work to Be Done

. . . . . .

"Purchase, assembly, fabrication, testing and preparation of materials and equipment for Advance Bases and operation and maintenance of Advance Depot."

The officials of the Contractor state that only a small amount of miscellaneous items have been fabricated in the performance of the contract. Under this contract, the Contractor operates the Depot. Of course, since all operations are conducted for the benefit of the Navy and under a cost-plus-a-fixed-fee contract, the Contractor

works in close cooperation with the Navy and the navy maintains a general supervision of the work through the Officer-in-Charge and his staff:

The Depot at Gulfport is one of four in the United States, the other three being located at Davisville, Rhode Island, Hueneme, California, and Tacoma, Washington. From July 1, 1942 to the early part of January, 1943, according to information furnished by George C. Svutt, Chief Accountant, the Contractor purchased a substantial amount of material and equipment, which passed through the depot on its way to foreign points of ultimate delivery. It is estimated that during this period the Contractor purchased approximately $2,500,000 worth of such goods. All purchases were made, of course, on the basis of the requirements of the Bureau of Yards and Docks, Navy Department, and in fact during this period the contractor regularly received instructions from the Bureau in Washington regarding the purchases to be made. Since all such purchases were made for the Navy, title to the goods shipped under commercial bills of lading vested in the Government upon arrival at the Depot. Substantial quantities of goods purchased were also shipped government bills of lading. Of course, all purchases were reimbursable items under the contract. More than 90% of the items were purchased from vendors outside the State of Mississippi and were delivered to the depot from extrastate points of origin. In addition to the material and equipment purchased by the Contractor, a large part of such goods moving through the depot was purchased by the other depots at Davisville and Hueneme for delivery to Gulfport.

Hundreds of items were and are handled by the Contractor in these depot operations. They consist of construction equipment, materials and supplies; in general, everything needed to equip a seabee battalion overseas.

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Since the early part of January, 1943, the Contractor no longer purchases a substantial amount of the goods moving through the base. Purchases are now limited to small "fill-in" items needed to complete a shipment. In January, 1943, a central purchasing office was set up in Chicago to handle the purchases of goods for all three bases. This office is operated by other cost-plus-fixed-fee contractors and the Contractor has no part in its operation.

During the period July 1, 1942 to January, 1943, briefly, the depot was operated in the following manner:

The Contractor in many instances sent requests for bids to various prospect vendors of items which were to be purchased. These requests were sent to points throughout the United States. Upon receipt of the bids a vendor was selected and a purchase order was prepared by the Purchasing Department and sent to the vendor. In the majority of cases, due to the urgent need for the goods to be purchased, no formal request for bids were sent to prospective vendors, rather, vendors were contacted by telephone, telegram, and mail and the order was placed with the vendor who could supply the items needed. In each case, however, where the Contractor purchased the goods, a purchase order was prepared and mailed to the vendors, over 90% of whom were located outside of Mississippi.

Before the goods were received, the Contractor customarily and regularly contacted the vendors by telephone, telegraph and mail to expedite the shipment of the ordered materials and equipment. Expediting was an important function as speed in delivery was of the essence.

The goods purchased by the Contractor, as well as those purchased by Davisville and Hueneme for delivery to Gulfport, were shipped to the Depot by rail and motor freight from the various vendors throughout the country. Upon arrival at the depot, the materials and equipment were unloaded by the Contractor's "M & O" employees. The materials so received were checked by both the Contractor's material checkers and the Navy material checks to see that the shipment was correct. These material checks prepared a receiving and inspection report or "R & I" report, which would reflect the amount and quality of the items received.

Most of the goods so received were stored either in one of the seven large warehouses or in the open storage area. The period of storage in the depot varied from a few days to several months. However, incoming and outgoing shipments were of daily occurrence so that a steady stream of goods was constantly flowing through the depot.

Upon receipt of the materials and equipment purchased by the Contractor during this period, the "R & I" reports were turned over to the Accounting Department located in the "M & O" Administration building. Here the "R & I" reports were checked against the purchase orders to see that the proper items were received. The vendors were then notified of any deficiency. Upon receipt of the invoices from the vendors, they were checked against the "R and I" reports and purchase orders, and, if found in order, the invoices were placed in line for payment. A voucher was made up and a check prepared and mailed to the vendor. It should be pointed out that all purchases and the payment therefor were required to be approved by the Navy through the office of the Officer-in-Charge and the Navy Auditor. This ap-

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proval was for reimbursement to the contractor, and was given in a post audit not in advance of payment to the vendors.

A remittance acknowledgment and the original invoice were sent to the vendors along with the check and, upon receipt of payment, the vendors mailed the signed remittance acknowledgment and the receipted invoice back to the Contractor. As a final check all canceled checks including those given to vendors were checked against the vouchers and the bank statement.

Paid invoices were sent to the Navy Auditor each week for reimbursement. The Navy Auditor, in turn, prepared weekly a public voucher, which was sent to Washington each week to obtain reimbursement for the expenditures of the Contractor.

An inventory of the materials received from States throughout the Union has been maintained at all times so that the Navy will always know what items are on hand. An inventory clerk records the items received in an inventory record from the "R & I" reports. A record is also kept of all materials withdrawn for shipment to advance bases so that a perpetual inventory of all materials and supplies is maintained. Each week a weekly inventory report is prepared. Prior to January, 1943, this report was sent to the Bureau of Yards and Docks in Washington. Subsequent to January, 1943, it has been sent to the central purchasing office in Chicago.

Directions are received daily from Washington for the shipment of materials and equipment on hand at the depot to advance bases throughout the world. From these directions the Engineering Department prepares a shipping list. This list is turned over to Field Operations,

which, in turn, physically prepares the goods for shipment and ships them to the various theatres of war. In preparing the goods, Field Operations assembles them in the proper group for shipment and packs any materials that require it. Many items must be specially crated for overseas shipment. Crates are produced and assembled from rough lumber at a crating shed in the depot. It is also the duty of the Contractor under the "M & O" contract to check and test all mechanical equipment which is to be exported to see that it is operating properly, free from any mechanical deficiency. Minor defects are repaired by a regular repair crew employed for that purpose. Electrical equipment is likewise tested to see that it is functioning properly.

Subsequent to January, 1943, since the Contractor no longer purchases the material received, upon receipt of the goods at the depot, the Contractor prepared and "R & I" report on each shipment and a copy of this report is sent either to Chicago, Davisville or Hueneme, whichever happens to be the purchaser. The inventory is maintained as described above and the shipment of goods has continued to be handled in substantially the same manner.

Of course, the usual records are kept for all "M & O" employees, including time, payroll, War bond and Social Security records.

Time and Payroll Records:

A daily record of the hours worked by employees paid on an hourly basis was maintained in the form of daily time sheets. These sheets were kept by time-keepers and were checked for accuracy by time-checkers, who were under the supervision of the Navy Auditor. None of the

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"hourly" employees for whom such records were maintained are involved in this litigation.

Salaried employees, including those who are parties to this suit, generally, checked "in" and "out" on a daily attendance record, which corresponded to the daily time sheets kept on "hourly" employees in the field. These attendance records were also checked for accuracy by time-checkers, who were under the supervision of the Navy Auditor, and accurately reflected the actual hours worked.

A permanent payroll record was prepared from the daily time sheets and the daily attendance records. This payroll record reflected the hours worked, gross earnings, deductions and net earnings for each employee. During the period July 8, 1942 through November 10, 1942, the hours worked by salaried employees were inaccurately recorded on the payroll records. During that period an employee was credited on the payroll with 8 hours worked whenever he worked a full day of 8 hours or more. The actual hours worked were shown on the daily attendance record. However, an employee was only given credit for 8 hours on the payroll. When an employee worked less than 8 hours, the correct number of hours worked was recorded. Beginning on November 11, 1942, the hours recorded on the payroll records were substantially correct.

The payroll week or workweek for "construction" employees ran from Wednesday through Tuesday. The payroll week or workweek for "M & O" employees for approximately the first three months was also Wednesday through Tuesday. However, beginning with the week ending October 11, 1942, the "M & O" payroll week or workweek was changed to Monday through Sunday. The

daily time sheets, daily attendance records and payroll records were at all times maintained in accordance with the instructions of the Officer-in-Charge and any changes in the manner of keeping those records were effected as a result of his direction.

Compensation of Salaried Employees.

In considering the manner in which salaried employees were paid, we are concerned only with the period subsequent to July 8, 1942, since the complaint filed in this cause alleges that the employee-plaintiffs were properly compensated prior to that date and no claim is made for overtime compensation prior to July 8, 1942.

July 8, 1942 to November 3, 1942:

During the period from July 8, 1942 to November 3, 1942, salaried employees received a so-called "basic salary" for a minimum workweek of 8 hours a day, six days a week. In other words, an employee received his so-called "basic salary" provided he worked not less than 8 hours a day, six days a week. If an employee was absent one day he was "docked" one-sixth (1/6) of his "basic salary", and in the event he worked less than a full day he was "docked" in terms of a fractional part of a day to the nearest quarter of a day. Thus, if an employee worked only 6 hours on a particular day he was "docked" one-quarter of a day's pay. On the other hand, if an employee worked on Sunday, which was normally a day of rest, and thereby worked seven days during the week, he was given an additional one-sixth (1/6) of his "basic salary" for a minimum of 8 hours worked on Sunday.

The method of compensation during this period may be illustrated by a transcript of the time and payroll rec-

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ord of the employee Clyde Netto for the week ending November 3, 1942, which was prepared under the supervision of the Navy Auditor:

Clyde Netto.

Payroll #28—10/28/42 to 11/3/42.

	W	T	F	S	S	M	T		Rate	S.T.	O.T.	Total
Actual hours [1]	10	10	10	6½	A	9½	9½	55½				
Pd. on Payroll	8	8	8	6½		8	5-3/4/6		$30	28.75	....	28.75

In the example given, the employee actually worked 55½ hours, whereas the daily hours recorded on the payroll record total only 46½. The total time worked during the week, however, is recorded in terms of days; that is, 5-3/4 (5-3/46) days worked of the basic six-day week Therefore, the employee was "docked" one-quarter (¼) of a day from his "basic salary" of $30.00 and received only $28.75. Even though the employee worked in excess of 48 hours during the week, nevertheless, since only 6½ hours were worked on Saturday, he was "docked" one-quarter (¼) of a day's pay.

November 4, 1942 to November 10, 1942:

During the workweek November 4, 1942 to November 10, 1942, a change occurred in recording total time worked during the workweek on the payroll record. Instead of showing a full week's work of six days as "6/6", the records displayed "48" hours (6 dys. x 8 hrs. a day) as a total. Where an employee worked only five days the record showed 40 hrs. (5 dys. x 8 hrs. a day) rather than "5/6" as a total. There was no change in the manner of payment of so-called salaried employees for this workweek other than this one record-keeping difference. The method of compensation during this

[1] Actual hours as reflected by the daily attendance record.

workweek may be illustrated by a transcript of the time and payroll record of the employee Netto for the week ending November 10, 1942, which was prepared under the supervision of the Navy Auditor:

Clyde Netto.

Payroll #29—11/4/42 to 11/10/42.

	W	T	F	S	S	M	T		Rate	S. T.	O. T.	Total
Actual Hrs.	9½	10	9½	A	A	10	10	49				
Pd. on Payroll	8		8	8			8	8	40	$35.	29.17	....	29.17

In the example given, the employee actually worked 49 hrs., whereas the daily hours show 8 hours a day for five days which is totalled as 40 hrs. for the week. It will be seen that the employee's "basic salary" for this workweek was $35.00 and that he was "docked" one-sixth of this "basic salary", receiving total compensation of only $29.17, since he worked only five days during the week.

November 11, 1942 to February 28, 1943:

Beginning on November 11, 1942 the Officer-in-Charge directed a change in the method of compensating so-called salaried employees. Their so-called "Basic Salary" was based on a 48-hr. workweek, Monday through Saturday. Thus, an employee received his so-called "basic salary" provided that he worked 48 hrs., during a workweek. In the event an employee worked in excess of the 48 hrs., he was paid 1/48 of his "basic salary" for each hour worked in excess of 48. Likewise, where the employee worked less than 48 hrs. a week, 1/48 of his "basic salary" was deducted for each hour he failed to work. Also, beginning on November 11, 1942, the payroll accurately reflected the hours worked by the employees and they were paid for all hours actually worked.

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The method of compensation during this period may be illustrated by a transcript of the time and payroll record of the employee Clyde Netto for the week ending November 17, 1942 which was prepared under the supervision of the Navy Audtor:

Clyde Netto.

Payroll #30—11/11/42 to 11/17/42.

	W	T	F	S	S	M	T		Rate	S. T.	O. T.	Total
Actual hrs.	10	10	10	7	A	10	9	56				
	2	2	2			2	1	9				
Pd. on Payroll	8	8	8	7			8	8 47	.7292 ($35.)	34.27	6.56	40.83

In the example given, the employee actually worked 56 hrs. and these hours were accurately recorded on the payroll record. The employee's "basic salary" is shown as $35.00 and he received $.7292 (1/48th of $35.) for each hour worked, or $40.83 for 56 hours.

March 1, 1943 to August 22, 1943:

Beginning on March 1, 1943, the contractor, acting on instructions from the Officer-in-Charge, began paying double time for hours worked on the seventh consecutive day worked in the workweek. Otherwise, the method of payment remained the same as that for the preceding period. Thus, during this period an employee received his regular hourly rate for each hour worked for the first six days of the workweek, and double his regular hourly rate for each hour worked on the seventh consecutive day in the workweek. Employees did not ordinarily work seven days a week, and work on the seventh consecutive day of the workweek had to be approved by the Officer-in-Charge.

Employees Receiving Salary of $75.00 or More per Week:

During the period from July 8, 1942 to August 22,

1943, a number of the claimants were employed on a so-called "basic salary" of $75.00 per week or more. In accordance with instructions of the Naval Officer-in-Charge, such weekly compensation was intended to compensate the employee for all hours worked in the workweek, provided the employee worked at least the regularly scheduled workweek of 48 hours. Accordingly, such employees were employed with the understanding that their salaries were to compensate them for all hours worked, with the further proviso that, if they did not work the full 48 hrs. scheduled, their compensation for that workweek would be reduced by one-forty-eight (1/48) for each hour of the scheduled workweek lost or not worked.

Period Since August 22, 1943:

On August 22, 1943, the Contractor on instructions from the Officer-in-Charge began compensating all salaried employees in accordance with Circular Letter 139-43 of the Navy Department, dated May 27, 1943.

According to this Circular letter, all non-manual salaried employees are placed in two categories, namely, "A" and "B". The category "A" employees are those classified as executive, administrative, or professional employees in accordance with Regulations, Part 541, of the Wage and Hour Division. They receive only their regular weekly salary without regard to the number of hours worked. Category "B" represents the routine or non-exempt office employees. It does not appear that any of the category "A" employees are involved in these suits subsequent to August 22, 1943. Category "B" employees under the terms of the Circular Letter receive a so-called salary which is based on a 48-hr. week. This salary consists of a regular rate of pay for the first 40 hrs. and time and one-half the regular rate for the 8 hrs. in excess of 40. An employee receives time and

one-half for all hours worked in excess of 40 and is likewise docked at the rate of one and one-half times his regular rate for all hours he fails to work between 40 and 48 hrs. and is docked at straight time for all hours he fails to work less than 40.

Annual Leave.

Prior to December 15, 1942, there was no plan in effect whereby an employee might accumulate annual leave. However, on December 15, 1942, the Officer-in-Charge authorized an annual leave system for this project in accordance with the procedure set forth in the Manual for Accounting, Auditing and Control of Negotiated cost-plus-a-fixed-fee contracts issued by the Bureau of Yards and Docks of the Navy Department retroactive to the beginning of the project. The provisions in the manual for leave of absence are set forth as follows:

"Leave may be allowed (or paid for) at the discretion of the Officer-in-Charge.

"Leave is considered as applying only to Clerical, Technical, Supervisory and Administrative employees and does not apply to field crafts foremen and supervisors or in general to those paid on an hourly rate basis.

"Leaves shall be accumulated at the following rates per month of continuous service:

(1) Leave is cumulative from the date of employment, but shall not exceed the amount allowable for 24 months of service.

(2) Leave is usable as earned, by employees in good standing, after at least six months of continuous service.

(3) Additional leave does not accrue on account of overtime work and the count of days taken as leave does not include Sundays and holidays, or Saturdays not normally worked.

(4) Accumulated leave is payable in cash at termination of employment on a contract, provided the service has been continuous for at least six months and further provided the termination of service is without prejudice.

(5) When an employee is transferred from one contract to another contract with the approval of the Government, accumulated leave is payable in cash provided service has been continuous for at least six months. If the service has been less than six months, accumulated leave shall be transferred with the employee. In either event, service shall be regarded as continuous from one contract to another.

(6) In the case of death of an employee, the accumulated leave is not payable.

(7) The service record of employees transferred between contracts under the jurisdiction of the Bureau of Yards and Docks, and at the request of or with the approval of the Officer-in-Charge, shall be regarded as continuous.

(8) The above conditions of leave apply equally to all employees on the Contractor's payroll considered eligible for leave, whether assigned to duty by the Contractor or by the Officer-in-Charge.

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(9) Officers-in-Charge of construction are authorized, when it is considered to be to the best interest of the Government, to pay the *net* accumulated leave in cash at the end of each year's employment if so requested by the employee."

The plan which was actually put into effect was the same as that quoted above except that the provisions extended to *all* salaried employees except janitors and messengers instead of only to clerical, technical, supervisory and administrative employees. In actual practice this payment has worked as follows:

No employee is entitled to Annual Leave unless he has six months of continuous service as a salaried employee. Employees who transferred from the construction operations to the "M & O" operations were permitted to consider the time worked as a "construction" employee in determining whether six continuous months of service had been worked. Leave is accumulated at the rate of one and one-fourth days per month so that at the end of six months an employee has seven and one-half days to his credit. During the period in which this plan has been operative, when an employee who was entitled to Annual Leave was absent for any reason his salary was docked in the manner entitled above and his Annual Leave status was not affected. However, the employee could, if he chose to do so, formally request that his absence be charged against his accumulated Annual Leave and if his request were approved, he would receive his full basic salary and his annual leave accumulation would be docked accordingly.

In the case of salaried employees working on the construction contracts, all such employees who had accumulated annual leave to their credit received the amount of their accumulation in the case of the termination of

their employment. "M & O" employees normally received the accumulation of their annual leave in cash at the end of each year of service. This annual leave in every case is only payable provided the employee is terminated without prejudice. However, in actual practice, according to W. R. Owings, Navy Auditor, there was only one instance in which an employee was terminated with prejudice, and, therefore, failed to receive the annual leave which had accrued in his favor.

Attached to this Statement of Facts and a part thereof, are Exhibits 1 to 133 inclusive, each exhibit showing with respect to individual plaintiffs, the name, date employed, payroll classification, salary, changes in payroll classification and salary and the dates thereof, date of termination of employment, hours worked in excess of 40 in each workweek, the gross salary paid in each workweek, and the amount of accrued and unused leave paid in cash at the termination of employment in accordance with the leave system noted above under which leave was earned and accumulated by an employee at the rate of one and one-fourth days per month. Each of the plaintiffs who were docked for absences received cash in lieu of accrued leave on termination in amounts greater than any amounts docked.

A description of the duties performed by the various classes of plaintiffs follows. Activities of plaintiffs in "New Construction" are first set forth, with activities of plaintiffs in "M & O" following. Certain plaintiffs worked on both payrollls and their names accordingly appear in both sections.

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Activities of Plaintiffs in New Construction.

Guards and Watchmen:

As soon as construction work started on the project, the Contractor began employing guards to perform certain custodian duties at various points throughout the construction area. By the latter part of August, 1942, a full guard force was being maintained under the general supervision of Mr. Price L. McMillan, Chief of Safety Patrol. At that time there were approximately 60 guards employed. These guards were divided into 3 eight-hour shifts of twenty men each. The person in charge of each shift was known as a "guard foreman". The guard organization at this time was representative of that maintained during the entire construction period, although the number of guards varied with the progress of construction.

The guard headquarters was located in a small temporary building on the east side of the project near the Contractor's office. Each guard would report to work at this headquarters at the beginning of his shift and would then be taken in a "pick up" truck to his post of duty. At the end of his shift the guard would be taken from his post back to guard headquarters in the "pick-up" truck where he checked out and was relieved of further duties.

Prior to July 8, 1942, all guards received a "basic salary" of $25.00 a week. In order to receive this amount a guard was required to work 8 hours a day, seven days a week. On July 8, 1942, all guards received an increase in their "basic salary" to $30.00 a week and their normal hours of work were reduced to 8 hours a day, six days a week. Subsequent to July 8, 1942, the method of computation of a guard's total weekly earnings was

the same as that used for other salaried employees as set forth above.

Guards performed their custodial duties at various posts located throughout the project. There was no uniform procedure in assigning a guard to a particular post and in the course of his employment, a guard might work at several different posts.

No records are available to establish definitely the posts to which a guard was assigned during each workweek of his employment.

There were approximately 40 posts to which the guards, who are among the plaintiffs, in this suit, were assigned. These posts and the activities carried on at each are as follows:

M & O Warehouses:

Guards were assigned to watch these warehouses during their construction and also for a period of a month or six weeks after they were placed in use as storage facilities for materials received from points throughout the United States, which were awaiting reshipment to the various theatres of war. During the construction of these warehouses, it was the duty of the guard assigned to this post to watch the unfinished structure and any building materials and supplies located in and about the premises. After these warehouses were placed in operation, Warehouse 11 being the first on September 3, 1942, and others at later dates, it was the duty of the guard assigned to watch these warehouses, to guard the various "M & O" materials stored in them; that is to say, to watch for fire and theft, and to prevent sabotage.

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Open Storage Area:

The function of this area was the same as that of the "M & O" warehouses, i. e., to serve as a temporary storage place for world-wide shipments. Heavy construction equipment and materials which could withstand the elements were and are stored in this open area. Equipment and materials were received from points throughout the country and stored in this area pending their reshipment to construction battalions at advance bases throughout the world. It was the duty of the guard assigned to this post to watch their equipment and materials for fire, theft and sabotage.

Contractor's Warehouse:

This warehouse was used almost exclusively for the storage of materials used in construction work at the project site. Materials received in storage at this warehouse were part of the 40% of dollar value of construction materials which came from points outside the State of Mississippi. These materials were either unloaded from freight cars on a siding adjoining the warehouse or were unloaded from trucks on to the warehouse platform. It was the duty of some of the guards to remain inside the warehouse at all times and to watch only the materials stored therein. Other guards assigned to this post were required to patrol on the outside of the warehouse, and it was a regular and recurrent part of their duties while assigned to this post to guard loaded or partially loaded freight cars containing extra-state materials on the railroad siding adjacent to the warehouse.

Lumber Yard:

Only lumber which was used in construction work was stored in this yard. A substantial amount of the lumber stored here came from points outside the State of Mississippi. It was the duty of the guard assigned to

this post to protect the lumber from fire, theft and sabotage.

Cemetery Entrance:

The "Cemetery Entrance" derived its name from the fact that it was located next to a cemetery which adjoined the project on the north. The gate was located in the northeast part of the project and was the principal entrance during the construction period. Trucks bearing construction materials entered the project by this gate and a substantial number of them came from extrastate points of origin. Daily these extrastate shipments, along with local shipments, passed through this gate. Many employees also entered by this gate. It was the duty of a guard assigned to this post to check each truck as it entered the gate. He would check the shipping ticket to be sure that the goods were consigned to the contractor, and would direct the driver to the place to which the materials were to be delivered. The guard at this post also checked the credentials of all employees and other persons who entered the project at this gate to see that only authorized persons entered.

Gate No. 1:

This gate was located on the east side of the Depot, north of the contractor's office building. As was the situation at the cemetery entrance a guard assigned to this post checked the shipping instructions of incoming trucks and directed them to the proper site. These trucks entered the project daily and included a substantial number of trucks which came from points outside of Mississippi.

42nd Avenue Entrance:

The 42nd Avenue entrance was a temporary entrance located in the southwest portion of the project. It was used primarily by construction workers in the field.

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Gate No. 2:

Gate No. 2 is located in the southeast part of the project. This gate was not used as a regular entrance for trucks during the construction period, nor was it regularly used by employees at the depot. During a short period, certain construction employees in the field were permitted to enter at this gate. However, the gate was subsequently closed to all traffic, both vehicular and pedestrian, and it was the duty of the guard assigned to this post to see that no one entered at this gate.

Contractor's Office:

It was the duty of the guard assigned to this post during the day to check credentials of persons entering and leaving this building, and at night to watch the premises for fire, theft and sabotage. Also, a guard assigned during the day at this post would direct visitors to the proper offices in the building, and, in some instances, guards at this post would answer the telephone after office hours.

Contractor's Office in Warehouse:

In January, 1943, as construction work at the project neared completion, the office employees employed on the "construction" contract were moved from the contractor's office on the east side of the project to temporary offices in a warehouse located at the western end of the project. The same functions were carried on by the contractor's office employees in this warehouse as were formerly carried on in the contractor's office on the east side of the base. Likewise, guards assigned to this post performed substantially the same duties as guards who had been assigned to the contractor's office.

Parking Lot North of Contractor's Office Building:

A parking lot was maintained north of the contractor's office building, where employees working at the depot

might park their automobiles. Persons who parked here included construction workers in the field, laborers, who performed such functions as unloading interstate shipments, and office employees, who worked at both the contractor's office building and the M & O Administrative building. The last mentioned group constituted a regular and substantial portion of the employees who parked in this lot. A guard assigned to this post patrolled the parking area to protect the automobiles of the workers to see that they were not stolen or otherwise tampered with. He might, also, on occasion, direct traffic in and out of this parking area during peak hours.

Parking Lot near Heavy Equipment Lot:

A parking lot was maintained during a part of the construction period near the heavy equipment lot which was used primarily by construction employees working in the field.

Parking Lot Outside Northwest Entrance:

A parking lot was located outside the northwest entrance to the project. In the vicinity of this lot were two or three small buildings. In one of these buildings finger prints were taken of all employees at the Depot. These fingerprints were transmitted to the Federal Bureau of Investigation in Washington under a program calling for weekly transmissions, but some weeks were missed due to rush of business.

It was a regular part of the duties of the guard assigned to this post to guard the building to which the fingerprints were taken.

Parking Lot between Warehouse 17 and Firehouse:

During the construction period some construction workers in the field parked their automobiles in an area

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between Warehouse 17, which is one of the "M & O" warehouses, and the firehouse. A guard was assigned to watch and protect these cars.

Guards' Office Building:

The guards' office building, or guard headquarters, is located on the east side of the project near the contractor's warehouse. Guard personnel stationed at this post performed during each shift, clerical, administrative, and supervisory activities relating to the duties of all guards.

Heavy Equipment South of the Cemetery Gate:

Sometime during the first few weeks that "M & O" functions were carried on at the depot, a shipment of heavy construction equipment was received at the depot. This equipment was shipped from outside of Mississippi and its ultimate destination was an advance base overseas. This equipment was temporarily stored in the open in an area south of the cemetery gate. The guard assigned to this post protected heavy equipment in this area.

Government Trucks Southwest of the Laundry:

Trucks stored in this area were only temporarily in storage and were subsequently sent to advance bases overseas.

Dynamite Pit:

This post was a storage place for local explosives.

Bakery:

The bakery is located in the camp for construction battalion and after its completion has been used exclusively for navy personnel located at the base. Guards were assigned to the bakery during its construction and for a short time after it was put in use.

Laundry:

The laundry is located in that part of the project which is used for depot operations. However, it is operated exclusively for navy personnel at the camp. Guards were assigned to this post both during construction of the laundry and for a short while after the laundry was placed in operation.

Mess Halls:

In the camp for construction battalions several mess halls were constructed. Guards were assigned to these buildings during their construction and, in some instances, for a short period after they were placed in use.

Hospital:

One of the buildings constructed at the project was a hospital for navy personnel. It was the duty of the guard assigned to this post to protect the building and materials in and about the premises during its construction.

Areas Nos. 2, 3 and 4:

The camp for construction battalions was divided into six "areas", one area for each battalion. Guards were assigned to these various areas, including areas 2, 3 and 4, during the construction period. It was their principal duty, while assigned to these areas, to protect the partially completed buildings and the building materials in the area from fire, theft and sabotage. In some instances, the guard assigned to one of these areas might direct trucks loaded with building materials to a particular construction site. These trucks were those of the contractor and the materials were merely hauled from the contractor's warehouse or lumber yard, where they had previously come to rest.

Recreation Building:

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A recreation building was constructed in the camp for construction battalions. While this building was under construction, a guard was assigned to protect the partially completed structure and building materials. No interstate activity took place in connection with this post.

Barracks:

Each of the areas of the camp for construction battalions contained several barracks to house navy personnel. During the course of construction, guards were assigned to these various barracks to watch out for fires and to protect the premises for theft and sabotage. No interstate activity took place in connection with this post.

Tool Room and Nail House:

During the course of construction of the project, various temporary shacks were set up over the area for the purposes incidental to the construction work. One of these shacks was a tool room and nail house where tools and equipment used in construction were stored. One of the guards involved in this litigation was assigned during a part of his employment to protect the tools and equipment stored in this shack.

Borrow Pit:

Among other things, the contractor needed dirt in the performance of construction work. This dirt was obtained from a "borrow pit" located north of the project site. A dragline was in use at this pit to facilitate the excavation of the dirt. The dirt was hauled in trucks from the "borrow pit" to the construction site. It was the duty of the guard assigned to this post to protect the dragline and any other equipment which was used in the excavation operations at the "borrow pit".

Motor Pool:

A large number of trucks and other mobile equipment was used in construction work at the project. While not in use, these vehicles were grouped together in what was known as a "motor pool", and a guard was assigned to watch these trucks, etc., to see that none of them was stolen or tampered with. None of these trucks or other vehicles was intended for export.

Mule Lot:

In addition to mechanical equipment used in construction work, the contractor also had several mules which were used in connection with construction work. A guard was assigned to watch these mules at what was known as a "mule lot".

Open Area Near Contractor's Building:

In this area, prospective employees seeking employment would congregate. Since a large number of employees were hired during the peak of construction, this area would become quite congested, and it was the duty of the guard assigned here to maintain order and to direct traffic. Virtually all prospective employees who congregated at this area were seeking employment in construction work in the field. Prospective office employees did not normally gather at this point.

Railroad and Street Crossing near Contractor's Warehouse:

While a guard was stationed here it was his duty to check the passes of all employees who entered the depot on foot by the railroad entrance.

Furniture Warehouse:

One of the posts to which a guard was assigned was a warehouse in the southwest part of the depot in which furniture was stored. None of the furniture was re-

ceived at the depot while the plaintiff guard was assigned there nor was any of it shipped out.

Heavy Construction Equipment:

A lot was located west of the lumber yard where heavy construction equipment was stored while not in use. Some repair work was also performed at this lot. All of the equipment was used in construction work at the base; some of such equipment was intended for export. It was the duty of the guard assigned to this post to guard the equipment stored here, watching for fire, theft and sabotage.

Beat including Lumber Yard, Light and Heavy Equipment, and Conractor's Warehouse:

One of the guards during a part of his period of employment patrolled a beat which included (1) lumber yard, (2) light and heavy equipment, and (3) contractor's warehouse. In patrolling this beat the guard watched for fires and protected the property from theft and sabotage. The light and heavy equipment which this guard watched was all used in construction work. The employee's duties at the contractor's warehouse did not include patrolling loaded or partially loaded freight cars containing materials derived from extrastate points.

Area Containing Small Tools, Trucks, Gas and Oil Near Contractor's Warehouse:

One employee during a part of his employment was assigned to guard an area containing small tools, trucks, gas and oil. This material was stored in the vicinity of the contractor's warehouse. The items stored were used in connection with new construction.

Roving Guard:

It was the duty of one of the guards to go from post to post, as a "roving guard" relieving the different guards

for short periods of time whenever the need therefor arose. During the course of each workweek while assigned to this duty, the employee would perform "relief duty" at every guard post at the project.

Rifle Range:

Guards were assigned to this post during the period of construction. It was their duty to patrol the construction site, to watch for fires and to protect the building materials and equipment from thefts and sabotage. All materials used in constructing this project came from the depot in Gulfport. None of the materials were received directly from out-of-state sources.

Individual Plaintiffs Employed on New Construction as Guards or Watchmen.

Nichlas S. Cuevas—Exhibit 24:

This employee was employed as a guard by the Contractor on June 2, 1942, and was discharged for lack of work on October 20, 1942. He was rehired on Jany. 4, 1943, and again discharged for lack of work on March 11, 1943.

From June 2, 1942, to October 20, 1942, the employee states that he was assigned to the following posts in the order named: (1) Parking Lot north of Contractor's Office building ("about a week"); (2) Cemetery entrance ("about two or three weeks"); (3) Railroad and Street crossing near Contractor's warehouse ("about six weeks"); (4) Contractor's Warehouse, including railroad cars and trucks containing incoming materials ("about two weeks"); and (5) Dynamite Pit ("about two months"). From January 4, 1943 to March 11, 1943, the employee states that he was assigned to the following posts in the order named: (1) Bakery ("about a week"); (2) Laundry ("about three weeks"); (3) Hospital ("about

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six weeks"). While stationed at these posts, the employee performed the duties as set forth above in the discussion of the various posts.

Herbert Paige—Exhibit 92:

This employee was employed as a guard by the Contractor on May 27, 1942, and was discharged for lack of work on September 9, 1942. He was rehired on September 21, 1942, and was discharged for lack of work on October 19, 1942. He was again rehired on November 16, 1942, and was finally discharged for lack of work on December 14, 1942.

From May 27, 1942 to September 9, 1942, the employee was assigned to the entrance in front of the personnel office. From September 21, 1942 to October 19, 1942, the employee was assigned to Gate No. 1. From November 16, 1942 to December 14, 1942, the employee was assigned to the cemetery entrance. While stationed at these posts, the employee performed the duties set forth above in the discussion of the various posts.

Robert Leeton—Exhibit 67:

This employee was employed as a guard by the contractor on June 1, 1942; he was promoted to a watchman foreman on November 11, 1942; and was discharged for lack of work on March 17, 1943.

From June 1 to June 7, 1942, the employee states that he was assigned to the contractor's warehouse, including railroad cars and trucks containing incoming materials. For "about the next eight weeks", the employee was assigned to the cemetery entrance. From approximately August 1, 1942 to November 10, 1942, the employee was assigned to patrol duties at the contractor's office. While stationed at these posts the employee performed the duties as set forth above in the discussion of the various

posts. On November 11, 1942, when the employee was promoted to a guard foreman, he performed duties at the guard headquarters as set forth at page 20 above.

William R. Henslee—Exhibit 52:

This employee was employed as a guard by the contractor on November 13, 1942, and was discharged for lack of work on March 11, 1943.

From November 13, 1942 to March 11, 1943, the employee states that he was assigned to the following posts in the order named: (1) mess hall and hospital "about four weeks"; (2) bakery "about two weeks"; (3) laundry "until the termination of my employment". Within this period the employee was assigned for special duty during single shifts at (1) the borrow pit; (2) contractor's warehouse (inside only) and (3) parking lot north of contractor's office building. While stationed at these posts, the employee performed the duties as set forth above in the discussion of the various posts.

Floyd I. Gill—Exhibit 44:

This employee was employed as a guard by the contractor on June 11, 1942, and was discharged for lack of work on October 16, 1942.

From June 11, 1942 to October 16, 1942, the employee states that he was assigned to the following posts in the order named: (1) tool room and nail house "about two weeks"; (2) heavy equipment lot "about two or three weeks"; (3) M&O warehouse (under construction) and parking lot near heavy equipment lot "about three or four weeks"; (4) parking lot north of contractor's office building "about four or five weeks"; (5) guard's office building "about three weeks"; (6) Gate No. 1; and (7) furniture warehouse. While stationed at these posts, the employee performed the duties as set forth above in the discussion of the various posts.

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Jacob H. Henn—Exhibit 51:

This employee was employed as a guard by the contractor on November 6, 1942, and was discharged for lack of work on March 13, 1943.

From November 6, 1942 to March 12, 1943, the employee states that he was assigned to the following posts in the order named: (1) mess hall "about 13 or 14 weeks"; (2) laundry "about 6 weeks". During this period the employee was assigned for single shifts to (1) contractor's warehouse (inside only), and (2) parking lot north of contractor's office building. While stationed at these posts, the employee performed the duties as set forth in the discussion of the various posts.

Oliver J. Cuevas—Exhibit 25:

This employee was employed as a guard by the contractor on January 19, 1943, and was discharged for lack of work on March 11, 1943.

From January 19, 1943 to March 11, 1943 the employee states that he was assigned to the following posts in the order named: (1) Area No. 4 "about two or three weeks"; (2) Borrow Pit "about four weeks"; (3) Parking Lot outside northwest entrance "about a week or so"; while stationed at these posts, the employee performed the duties as set forth above in the discussion of the various posts.

John Howard—Exhibit 55:

This employee was employed as a guard by the Contractor on June 11, 1942, and was discharged for lack of work on April 13, 1943.

From June 11, 1942 to April 13, 1943 the employee states that he was assigned to the following posts in the order named: (1) Open area near conractor's office

building "about two weeks"; (2) Dynamite Pit "about two weeks"; (3) Area No 2 "about a month or so"; (4) Gate No. 1 "about two weeks"; (5) Contractor's warehouse, including railroad cars and trucks containing incoming materials "about a month or so"; (6) Rifle range "about two months or so"; (7) Contractor's office in warehouse (from January, 1943, until terminated). While stationed at these posts, the employee performed the duties as set forth above in the discussion of the various posts.

John M. O'Bryant—Exhibit 91:

This employee was employed as a guard by the Contractor on May 25, 1942, and was discharged for lack of work on October 19, 1942.

From May 25, 1942 to October 1, 1942, the employee states that he was employed at the following posts: (1) M & O warehouses; (2) Gate No. 1 and (3) Parking Lot. The employee refers to what might be termed a "roving" parking lot. That is to say, during the course of construction, employees in the field would park their cars in a group at a convenient spot. As construction shifted from one part of the project to another or bad weather made the particular spot inaccessible, the group of cars was shifted to different parking places. It was this employee's duty to guard these automobiles of construction workers. The employee states that he performed guard duties at each of these posts during each day of his employment during this period, devoting a substantial part of each shift to each post. From October 1, 1942 to October 19, 1942, the employee states that he was assigned to posts in Area No. 3. While stationed at these posts, the employee performed the duties as set forth above in the discussion of the various posts.

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L. W. Broadus—Exhibit 8:

This employee was employed as a guard by the contractor on November 19, 1942 and was discharged for lack of work on January 11, 1943.

During the entire period of his employment the employee states that he was assigned to perform guard duties at the rifle range.

Thomas Webb—Exhibit 127:

This employee was employed as a guard by the contractor on May 27, 1942, and was discharged for lack of work on May 18, 1943.

From May 27, 1942, the employee states that he was assigned to the following posts in the order named: (1) Area No. 4 from date of employment to "about the latter part of September, 1942"; (2) cemetery gate "from the latter part of September, 1942 until the Seabees took it over"; (3) Gate No. 2 "about a month or to about the middle of March, 1942"; (4) Contractor's office; (5) Contractor's office in warehouse "until terminated". While stationed at these posts, the employees performed the duties as set forth above in the discussion of the various posts. It is incorrect that subsequent to the middle of March, 1943, he performed guard duties at (4) since the contractor's office moved to the contractor's office in the warehouse in January, 1943.

W. L. Ervin—Exhibit 36:

This employee was employed as a guard by the contractor on September 29, 1942, and was discharged for lack of work on December 23, 1942.

From September 29, 1942 to December 23, 1942, the employee states that he was assigned to the following posts in the order named: (1) Gate No. 2; (2) mess

hall, and (3) laundry. The employee is unable to estimate the length of time spent at each post. During this period the employee was assigned for special duties during single shifts at (1) borrow pit; (2) dynamite pit, and (3) contractor's warehouse (inside only). While stationed at these posts the employee performed the duties as set forth above in the discussion of the various posts.

V. O. Wilder—Exhibit 128:

This employee was employed as a guard by the contractor on June 1, 1942, and was discharged for lack of work on October 23, 1942.

From June 1, 1942 to October 23, 1942 the employee states that he was assigned to the following posts in the order named: (1) Area No. 3; (2) M & O warehouse (under construction); (3) cemetery gate; (4) parking lot; (5) M & O Administration building (under construction); (6) motor pool; (7) parking lot north of contractor's office building; and (8) contractor's office "about six weeks". The identity of the parking lot could not be definitely established. However, the employee states that only employees engaged in construction work in the field parked in this lot.

Charles F. Williams—Exhibit 129:

This employee was employed as a guard by the contractor on June 11, 1942, and was discharged for lack of work on April 13, 1943.

For "about eight weeks" the employee states that he was assigned to guard the cemetery gates and the lumber yard. He patrolled both of these places during each shift in this period. He then became a safety inspector. The employee states that he was employed in this job as safety inspector for "about 28 weeks, or until the middle of February, 1943". From the middle of February,

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1943, until the termination of his employment, the employee states that he performed guard duty at the contractor's office in the warehouse.

Guy R. Wilson—Exhibit 133:

This employee was employed as a guard by the contractor on May 2, 1942, and was discharged for lack of work on May 18, 1943.

From May 2, 1942 to May 18, 1943, the employee states that he was assigned to the following posts in the order named: (1) entire project (this employee was one of the first guards employed, and for the first few days he patrolled the entire project until there was sufficient activity for him to be assigned to a particular post); (2) contractor's office "about 9 or 10 weeks"; (3) contractor's warehouse (inside only) "from 24 to 26 weeks"; (4) recreation building "about one week"; (5) warehouse west of contractor's warehouse "about 6 weeks", and (6) contractor's office in warehouse "from ten to twelve weeks" until terminated.

Frederick F. Prout—Exhibit 99:

This employee was employed as a guard by the contractor on June 24, 1942, and was discharged for lack of work on January 5, 1943.

From June 24, 1942 to January 5, 1943, the employee states that he was assigned to the following posts in the order named: (1) barracks "about four weeks"; (2) 42nd Avenue entrance "about six weeks"; (3) cemetery entrance "about two weeks"; (4) M & O warehouse "about two weeks" (while in use as storage space for export material); (5) roving guard; (the employee during this period worked as a roving guard for approximately one-half of his shift; the remainder of his shift was spent as an ambulance driver. There is no evidence

of interstate activity in this latter employment, "about fourteen weeks"). While stationed at these posts, the employee performed the duties as set forth in the discussion above of the various posts.

Phillip J. Dinnicola—Exhibit 30:

This employee was employed as a guard by the contractor on July 2, 1942, and was discharged for lack of work on March 30, 1943.

From July 2, 1942 to March 30, 1943, the employee states that he was assigned to the following posts in the order named: (1) area containing small tools, trucks, gas and oil, near contractor's warehouse "about the first two months"; (2) contractor's warehouse "including loaded freight cars on outside" (employee guarded at this post each Sunday while assigned to (1) above; (3) lumber yard "about one week"; (4) cemetery gate "about seven weeks"; (5) entrance for personnel south of contractor's office "about one month"; (6) contractor's office "about one month"; (7) hospital, laundry and bakery "about six weeks"; (8) beat including lumber yard, light and heavy equipment and contractor's warehouse (until terminated). While stationed at these posts, the employee performed the duties as set forth above in the discussion of the various posts.

William J. Williams—Exhibit 132:

This employee was employed as a guard by the contractor on July 23, 1942, and was discharged for lack of work on October 19, 1942.

During the first workweek of his employment, namely from July 23, 1942, through July 28, 1942, the employee states that he was assigned to the cemetery gate. While stationed at this post the employee performed the duties as set forth above in the discussion of the various posts.

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During the remainder of his employment, the employee states that he was assigned to 40 or 50 different posts and for that reason he remembers neither the particular post to which he was assigned, nor the particular work-weeks in which he performed work at given posts.

H. D. Broadus—Exhibit 7:

This employee was employed as a guard by the contractor on December 5, 1942, and was discharged for lack of work on January 11, 1943.

During the entire period of his employment, the employee states that he was assigned to perform guard duties at the rifle range.

Levi Cuevas—Exhibit 23:

This employee was employed as a guard by the contractor on June 22, 1942, and was discharged for lack of work on August 2, 1942.

From June 22, 1942 to August 2, 1942, the employee states that he was assigned to the following posts in the order named; (1) Gate No. 2 (one night); (2) Area No. 2; (3) parking lot between warehouse 17 and firehouse. While stationed at these posts, the employee performed the duties as set forth in the discussion of the various posts.

Charles D. Waller—Exhibits 120 and 121:

This employee was employed as a guard by the contractor on June 27, 1942, and was discharged for lack of work on August 1, 1942. The employee was rehired on November 6, 1942, and was again discharged for lack of work on February 10, 1943.

From June 27, 1942 to August 1, 1942, the employee states that he was assigned to the following posts in

the order named: (1) barracks and mess halls "the first week and a half"; (2) heavy equipment south of the cemetery gate "for about the next month", and (3) government trucks southwest of the laundry (until termination of first period of employment). During the period from November 6, 1942, to February 10, 1943, the employee states that, among other posts, he was regularly assigned at least two or three nights a week to either (1) contractor's office, or (2) contractor's warehouse, including railroad cars and trucks containing incoming materials, except that during the last six weeks of his employment, when he was assigned to the parking lot outside the northwest gate. While stationed at these posts, the employee performed the duties as set forth above in the discussion of the various posts.

Rufus R. Broadus—Exhibit 9:

This employee was employed as a guard by the contractor on December 5, 1942, he was discharged for lack of work on February 9, 1943.

From December 5, 1942 to February 8, 1943, the employee states that he was assigned to the following posts in the order named: (1) rifle range "four weeks", and (2) hospital "five weeks". While stationed at these posts, the employee performed the duties as set forth in the discussion of the various posts.

Howard O. Shipp—Exhibit 25:

This employee was employed as a guard by the contractor on July 3, 1942, and was discharged for lack of work on March 30, 1943.

During the first three or four weeks, the employee states he was assigned to the following posts in the order named: (1) mule lot "one week"; (2) barracks "one week"; (3) contractor's warehouse (inside only)

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(two shifts), and (4) open storage area (four or five shifts). While stationed at these posts, the employee performed the duties as set forth above in the discussion of the various posts. During the remainder of his employment, the employee was employed as a safety inspector.

Julian Bounds—Exhibit 4:

This employee was employed as a guard by the contractor on January 13, 1943, and was discharged for lack of work on February 16, 1943.

From January 13, 1943 to February 16, 1943, the employee states that he was assigned to the following posts: (1) hospital and (2) borrow pit. While stationed at these posts, the employee performed the duties as set forth above in the discussion of the various posts.

Harry R. Prout—Exhibit 48:

This employee was employed as a guard by the contractor on July 1, 1942, and was discharged for lack of work on March 30, 1943.

During the course of his employment, the employee states that he was assigned to guard various buildings throughout the project. He does not recall particular workweeks in which he guarded at any given posts. However, he states that among the posts to which he was assigned, were the following: (1) hospital, (2) borrow pit. (3) contractor's office building, (4) contractor's warehouse (inside only), and (5) Gate No. 1. While stationed at these posts the employee performed the duties as set forth in the discussion of the various posts.

Fenner Hall—Exhibit 48:

November 28, 1942 to March 12, 1943.

Chares A. Cox—Exhibit 16:
July 19, 1942 to October 19, 1942.
October 24, 1942 to December 4, 1942.

Clayton H. Myers—Exhibit 85:
July 14, 1942 to January 4, 1943.
January 18, 1943 to March 30, 1943.

Thomas J. Herrin—Exhibit 50:
July 14, 1942 to September 9, 1942.
January 7, 1943 to February 18, 1943.

No evidence is available to establish the particular posts to which these four plaintiffs were assigned during their periods of employment.

James G. Donley—Exhibit 31.
June 12, 1942 to February 24, 1943.

Milton J. Necaise—Exhibit 87:
June 15, 1942 to August 5, 1942.

The foregoing two plaintiffs stated that they were assigned to so many different posts that they were unable to remember the particular posts to which assigned or the particular worweeks in which they were assigned to a given post.

Fireman:

Joseph S. Collins.

This employee was employed as a fireman by the contractor on June 3, 1942, and was discharged for lack of work on September 2, 1942.

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During his period of employment, his duties were as follows: He was assigned to Fire Truck No. 2. For a short period of time he performed patrol duties in Area No. 2. After that, however, the majority of his time was spent in spraying freshly laid concrete with water at various buildings under construction at the project. The employee performed this work by operating the water pump on the fire truck. He also sprinkled the streets and parking lots, principally in Areas Nos. 2 and 3. At all times, however, the employee was subject to call in case of fire to any point in the project. This would include the M & O building (Administration), and the Contractor's Office Building.

It was also his duty each day at the beginning and end of his shift to blow a siren which was a signal for employees working in the area in which this siren was located to begin and stop work. This siren functioned as a signal primarily for construction employees in the field.

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Material Checks on New Construction:

Material checkers were employed by the contractor to receive and check as to quality and quantity many different types of materials used in construction work at the project. Forty per cent of the dollar value of the materials purchased by the contractor came from extra-state sources. Upon receipt of the materials, it was the usual function of the material checker to prepare a re-

ceiving and inspection report known as an "R & I" report on the materials received.

The following plaintiffs were employed as material checkers during the periods indicated and at the salaries shown on their respective exhibits:

Jesse M. Ward, July 14, 1942 to February 16, 1943, Ex. 122 & 123.

Herbert H. Robinson, July 14, 1942 to September 1, 1942, Exhibit 203.

C. V. McCall, July 14, 1942 to July 28, 1942, Exhibit 71.

Wendell L. Ward, Sept. 22, 1942 to November 3, 1943, Exhibit 124.

Harold W. Stevens, July 14, 1942 to September 1, 1942, Exhibit 117.

Leonard C. Larson, July 14, 1942 to February 16, 1943, Exhibit 34.

Emmett S. Dubuisson, July 14, 1942 to September 8, 1942, Exhibit 33.

Andrew B. Holder, Sr., August 25, 1942 to October 14, 1942, Exhibit 55.

Timekeepers and Timecheckers on New Construction:

The contractor employed timekeepers to keep time on various groups of employees at the project. It was the duty of these timekeepers to check employees "in" on the daily time sheets at the beginning of their shifts and to check them "out" again at the end of their shifts. Also, during the course of a shift, it was the duty of a

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timekeeper to check the employees on whom he kept time to see that they were actually at work. It appears that all ot the claimants in this category were employed as timekeepers and performed these general duties.

The term "timechecker" was used at the project principally to connote employees who worked under the supervision of the Navy Auditor and whose duties consisted of checking to determine that the employees at the project were working the hours for which they were given credit, and at their proper payroll classifications, and to check the contractor's timekeepers to see that the records were being kept properly.

The timekeepers kept time on all types of construction workers. These included carpenters, concrete and steel construction workers, bricklayers, plumbers, builders and mechanics. Time was also kept on certain truck drivers. These drivers were engaged primarily in hauling construction materials and equipment which had already "come to rest" in and about the depot.

Some of the timekeepers also kept time on laborers who were engaged, among other things, in unloading construction materials and equipment from railroad cars and trucks, a substantial number of which came from without the State of Mississippi.

The following three plaintiffs served as timekeepers during the periods indicated and spent a substantial part of each work week during such periods in keeping time records on laborers who, among other things, unloaded railroad cars and trucks of incoming shipments:

Clyde A. Netto, June 16, 1942 to February 2, 1943, Exhibit 88.

John P. Pentecost, June 4, 1942 to September 3, 1942, Sept. 7, 1942 to December 28, 1942, Exhibit 96.

John B. Price, Dec. 2, 1942 to January 19, 1942, Extibit 97.

The following plaintiffs also served as timekeepers during the periods indicated, but the nature of the activities in which the employees on whom they kept time records were engaged is *not* requested to be admitted:

Eugene O. Adam, June 20, 1942 to December 16, 1942, Exhibit 1.

Escoe A. Brown, June 16, 1942 to September 16, 1942, Exhibit 10.

Carl Crisp Campbell, July 22, 1942 to September 8, 1942, Exhibit 12.

Leroy S. Dubuisson, Sept. 9, 1942 to February 16, 1943, Exhibit 34.

Lawrence Kilday, Jr., May 28, 1942 to September 12, 1942, Exhibit 57.

R. M. Kyzar, Sept. 8, 1942 to March 9, 1943, Exhibit 61.

Charles A. LeLong, June 1, 1942 to February 12, 1943, Exhibit 68.

Joseph H. Mims, Nov. 6, 1942 to February 12, 1943, Exhibit 78.

Werlin J. Niolet, June 24, 1942 to February 3, 1943, Exhibit 89.

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J. Warren Patterson, May 24, 1942 to June 7, 1942, Exhibit 93.

Gerald R. Rearick, July 29, 1942 to March 30, 1943, Exhibit 101.

Emmett Dubuisson, Sept. 9, 1942 to February 16, 1943, Exhibit 33.

Accounting Department for New Construction.

All of the employees in this group were engaged in office work pertaining to construction as distinguished from "M & O". The duties of the employees in this category may be summarized for convenience in the following groups:

Payroll Section:

Employees employed in the payroll section performed various duties as follows: They posted daily and weekly hours worked from the daily time sheets and daily attendance records to the permanent payroll; entered extensions on the payroll record, that is, computed compensation due, calculated deductions and entered net earnings; checked payrolls for accuracy, ran totals of the individual payroll sheets and the total payroll. They also prepared checks for construction employees and delivered these checks to the workers. In addition, when employees complained of the amount which they received, employees in this department rechecked the payrolls and made adjustments where necessary. Each of the functions enumerated above was performed for *all* employees employed in construction including office employees.

The following plaintiffs were employed in the payroll Section during the periods indicated and at the salaries shown on their respective Exhibits:

Daniel B. Watson, Nov. 10, 1942 to March 30, 1943, Exhibit 125.

Walter N. Everett, July 13, 1942 to Oct. 3, 1942, Exhibit 39.

Douglas W. Nash, July 13, 1942 to August 31, 1942, Exhibit 86.

Jack Braumiller, July 6, 1942 to Sept. 5, 1942, Exhibit 6.

James H. Harrod, May 13, 1942 to June 29, 1943, Exhibit 49.

Samuel L. Smith, June 13, 1942 to Oct. 30, 1942, Exhibit 113.

Frank H. Grout, May 18, 1942 to Oct. 9, 1942, Exhibit 20.

War Bond Section:

Employees in the War Bond Section regularly posted deductions for war bonds from the payroll records to individual employee accounts. This was done for *all* employees employed on the constructive contract. Weekly, a list was prepared of the employees who had accumulated sufficient deductions to entitle them to a bond. Bonds were then purchased for employees on this list through a local bank in Gulfport, delivery sometimes requiring several weeks. Due to the large number of employees and their rapid turnover, some employees left before delivery and then bonds were then mailed from this section to such employees who had been terminated. These included a number of former employees who were located outside of the State of Mississippi, although the great majority of bonds were mailed to ad-

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dresses within the State. Mailing of bonds did not occur each week, but from time to time.

The following plaintiffs were employed in the War Bond Section during the periods indicated and at the salaries shown on their respective exhibits:

Harvey McQuirter, August 3, 1942 to November 24, 1942, Exhibit 74.

Harry C. Fields, July 20, 1942 to January 15, 1943, Exhibit 40.

Douglas W. Nash, Sept. 1, 1942 to March 23, 1942, Exhibit 86.

Thomas W. Egloff, July 14, 1942 to December 31, 1942, Exhibit 35.

William R. Terry, June 22, 1942 to May 25, 1943, Exhibit 119.

Social Security and Withholding Tax Section:

From the social security and withholding tax records maintained, the information to be reported to the Social Security Agency and to the Treasury Department was drawn. Quarterly reports, accompanied by a remittance, were made to the Social Security Agency, and monthly reports, accompanied by a remittance, were made to the Internal Revenue Bureau. These reports, and the accompanying remittances, were mailed by the contractor to Jackson, Mississippi.

Th following plaintiffs were employed in the Social Security and Withholding Tax Section during the periods

indicated and at the salaries shown on their respective exhibits:

Harry C. Fields, January 15, 1943 to February 9, 1943, Exhibit 40.

Invoice Section:

Certain employees were engaged in preparing for payment invoices covering materials purchased in connection with the construction of the project. Forty per cent of the dollar value of the materials and equipment purchased for construction was received from out-of-state vendors. Employees preparing the invoices for payment would check them against the "R & I" reports to see that the items billed had been received and in the proper quantity and would also check the invoices against any shipping or freight records which might be available. These invoices were then sent to the voucher clerk, who, in turn, placed them in line for payment. Daily, the invoices handled included those from out-of-state vendors. An employee performing these duties also handled invoices for such item as rental equipment.

The following plaintiffs were employed in the Invoice Section during the period indicated and at the salaries shown on their respective exhibits:

Napoleon L. Cassibry, July 6, 1942 to February 9, 1943, Exhibit 14.

Eugene M. Murphy, Jr., Nov. 18, 1942 to June 29, 1943, Exhibit 84.

Bert L. Roberts, July 4, 1942 to March 9, 1943.

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Voucher Section:

Employees in the voucher section prepared vouchers in connection with the payment of the invoices received from the vendors of the construction material purchased. Forty per cent of the dollar value of the materials came from vendors located outside of Mississippi. During the course of construction, over 4,500 such vouchers were prepared. Employees in this section would, in preparing the vouchers, check the invoices and the "R & I" reports to see that payments to vendors were accurate. Checks were also prepared by these employees or under their direction, and were sent to the various vendors. Every week a substantial number of these checks were sent to out-of-state vendors. Each voucher was the contractor's record showing the amount of a corresponding check and the items for which payment was given by that check. These vouchers were prepared along with the checks *prior* to final payment of the invoice. In mailing checks for payment to vendors, a remittance acknowledgment was prepared and sent to the vendor along with the original invoice. Each vendor was requested to sign the remittance acknowledgment and receipt the original invoice and return them to the contractor. When the remittance acknowledgment and the receipted invoices were received from a vendor, employees in the voucher section would then close out their file for that particular voucher.

At least one employee in the voucher section took paid invoices and listed them on a letter of transmittal to the Navy Auditor, segregated the invoices as material, equipment, payroll, etc., items, and delivered the letter and invoices to the Navy Auditor for the purpose of securing reimbursement to the Contractor from the Navy for the expenditures represented by the paid invoices.

The following plaintiff was employed during the period indicated in the Voucher Section performing work on unpaid invoices:

Jack Braumiller, Sectioner 6, 1942 to February 13, 1943, Exhibit 6.

The following plaintiff was employed during the period indicated in the Voucher Section performing the work noted on unpaid invoices as well as the work preparing paid invoices for reimbursement by the Navy:

Paul Killinger, July 2, 1942 to May 18, 1943, Exhibit 58.

Bank Account Section:

Two principal accounts were maintained: (1) a payroll account, and (2) a general account. The checks in the payroll account represented wage payments to individual employees on the construction payroll. Checks which were run through the general account covered virtually all other payments. A substantial number of the checks in this account included checks which had been sent to the various vendors in payment of goods purchased, a substantial number of whom were located outside of the state. The employee would receive the canceled checks from the banks every two weeks and handled, on the average, 10,000 checks during each two weeks. It was his duty to compare the payroll checks with the payroll record to see that the amounts were in accord. Canceled checks in the general account, which represented payments for construction materials and equipment, were compared with the vouchers issued for these checks to see that the amounts were correct.

The following plaintiff was employed in the bank account section during the period indicated:

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Harvey J. McQuirter, November 25, 1942 to May 25, 1943, Exhibit 74.

Rental Equipment Section:

During the course of construction, the Contractor rented numerous pieces of construction equipment. It was the duty of the employees in the rental equipment section to maintain the necessary records incidental to the rental of this equipment. Since the amount of the rental usually depended upon the numbers of hours a particular piece of equipment was used, daily records were maintained showing the number of hours which the equipment was used each day. This record was known as a daily use report. It was the duty of the employee in this section to post the date appearing on the daily use report to monthly use reports. Each month the lessor of the equipment was advised of the number of hours his equipment had been used, which information was obtained from the monthly use report, and the lessor would bill the contractor for the use of such equipment accordingly. The employee in this section sent this monthly report to the lessor and also approved for payment invoices which were received from the lessor for rental due. He performed clerical work incident to the return of the equipment to the lessor. The bulk of the equipment on which records were maintained came from within the State of Mississippi. There were 250 pieces of equipment rented during the construction of the project. Of these, 29, or more than 10%, came from outside the State of Mississippi. This extrastate equipment was all used during the period May 21, 1942 through February 28, 1943. No rental equipment, obtained from without Mississippi, used at any other time.

The following plaintiff was employed during the period indicated in the Rental Equipment Section:

Malcolm D. Watson, July 1, 1942 to April 27, 1943, Exhibit 126.

Stenographers:

There are two stenographer-plaintiffs involved in this litigation. During part of their employment they were assigned to perform stenographic duties in the payroll section. They typed names, badge numbers, etc., on the payroll sheets, posted hours worked from the daily time sheets to the payroll record, and performed other stenographic duties incidental to the preparation of the payroll. One of the plaintiffs, Leonall J. Arcenaux, for the period July 8, 1942 to October 1, 1942, during her employment, was assigned to the fingerprint office. It was her job to enter on the typewriter the necessary data appearing on the fingerprint records. This work was performed not only for construction employees, but for "M & O" employees. These fingerprint records were sent each week to the Federal Bureau of Investigation in Washington. The other plaintiff, Florence Cuevas, during a short period of her employment, typed lumber purchase orders which were sent to vendors, a substantial number of whom were located outside of Mississippi. During this same period, she also typed numerous letters which were sent to vendors located both within and without the State of Mississippi.

The following plaintiffs were employed as Stenographers in the Payroll Section during the periods indicated, except for the periods stated above when they were respectively typing fingerprint cards and typing purchase orders:

Leonall J. Arceaux, Fingerprint cards, June 15, 1942 to January 16, 1943, July 8, 1942 to October 1, 1942, Exhibit 3.

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Florence M. Cuevas, Purchase Orders, June 15, 1942 to March 9, 1942, Jan. 1, 1943 to March 9, 1943, Exhibit 22.

Cost Accounting Section:

It was the duty of the employees assigned to this section to maintain cost records which would show a breakdown of the items of cost involved in the construction of the various facilities of the project. The cost accounting procedure followed was substantially that set forth in the "Manual for Accounting, Auditing and Control of Negotiated Cost-Plus-a-Fixed-Fee Contracts" issued by the Bureau of Yards and Docks, Navy Department. In the course of keeping these cost accounting records, the employee would have occasion to refer to purchase orders and R & I reports. He performed no duty which was a part of or incidental to the interstate shipment of goods used in construction work.

The following plaintiffs were employed in the Cost Accounting Section during the periods indicated and at the salaries shown on their respective exhibits:

Vincent T. Crawley, May 18, 1942 to May 18, 1943, Exhibit 17.

Vincent E. Shannon, July 9, 1942 to Jan. 12, 1943, Exhibit 109.

Thomas W. Egloff, Jan. 1, 1943 to Mar. 9, 1943, Exhibit 35.

Perpetual Inventory Section:

The contractor maintained in his construction work a perpetual inventory of all materials and equipment on hand. Thus, the contractor was able to determine from

day to day precisely the materials and equipment available and could thereby ascertain his further requirements. In keeping a perpetual inventory, it was necessary for the employee to refer to the R & I reports to determine the particular items that had been received and also to refer to requisitions to ascertain the particular items that had been removed from the stock on hand. Employees in this section, as was the case of the employees in the cost accounting section, performed no functions which were a part of, or related to, the purchasing, ordering and receiving of materials from extra-state points.

The following plaintiffs were employed in the Perpetual Inventory Section during the period indicated:

E. D. Singleton, Jr., July 8, 1942 to August 13, 1942, Exhibit 111.

The following named plaintiff was employed as an inventory clerk in New Construction Warehouse. His duties consisted of physically checking quantities of material in bins and in stocks and in verifying with inventory cards on file in this warehouse:

Denton B. Jordan, June 23, 1942 to Sept. 5, 1942, Exhibit 56.

Engineers on New Construction.

Chief of Party:

The Chief of Party was an engineer in direct charge of a survey party consisting of three to five employees whose work he supervised. It was his principal duty to stake out the various buildings, roads, ditches and other facilities, by use of survey instruments.

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The following plaintiff was employed as Chief of Party during the period indicated, receiving $65.00 per week:

William W. Keeler, June 10, 1942 to Feb. 16, 1943, Exhibit 56(a).

Chief Draftsman:

The Chief Draftsman had about 10 employees, consisting of draftsmen and inspectors under his supervision. It was his duty to prepare various plans and specifications and revisions thereof for the various facilities at the project. Also weekly, a plan of the base showing construction progress was prepared and sent to the Bureau of Yards and Docks in Washington, D. C., but not by this employee. During the first three weeks of his employment, he worked in the Eighth Naval District Headquarters at New Orleans, preparing plans for use at Gulfport. The performance of duties of Chief Draftsman required the use of discretion and independent judgment. He interviewed employees for his department before they were hired to determine whether they were qualified and his recommendations concerning hiring or firing would be given particular weight.

The following plaintiff was employed as Chief Draftsman during the period indicated receiving $85.00 per week.

John E. Pearson, June 21, 1942 to February 9, 1943, Exhibit 95.

Utility Engineer:

The Utility Engineer was in charge of the design, layout and installation of the sanitary sewer system, water system and natural gas system at the depot. Part of his duties included the preparation of material "take-off"

lists and specifications governing materials which were turned over to the Purchasing Department for solicitation of bids and purchase. In addition, he on certain occasions, but not regularly contacted vendors and prospective vendors to determine the availability of materials needed and to expedite the shipment of the purchased items. All construction work in the field on utilities was under the supervision of the Utility Engineer. Two to four employees were directly under him, and two of these employees had supervision over approximately 100 men in the field. His suggestions in regard to hiring, firing and promotion would be given particular weight. No routine work was performed by him, all work requiring the exercise of discretion and independent judgment with an engineering education and experience. He had a B. S. degree in Civil Engineering from Tulane University, had had experience in highway construction as a Project Manager, and was a licensed engineer in the State of Mississippi.

The following plaintiff was employed as Utility Engineer during the period indicated receiving $85.00 and $100.00 per week:

Clinton L. Roshore, June 6, 1942 to Mar 20, 1943, Exhibit 105.

Electrical Designing Egineer:

This employee was employed as an electrical designing engineer. He designed the electrical system at the depot and exercised supervision from an engineering standpoint of the installation of the electrical facilities. It was part of his duties to prepare material "take-off" lists for the purchase by the Purchasing Department, of electrical equipment needed in construction work. He also on occasion, but not regularly, contacted vendors

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and prospective vendors, locating needed equipment and expediting delivery. Before using such equipment he inspected it to see that it conformed to specifications. He had two draftsmen under his supervision in the office, and a field superintendent who was responsible and reported to him in connection with the construction work in the field. No routine mechanical work was performed by him. His work required specialized technical training and the exercise of discretion and independent judgment. His recommendations in respect to hiring, firing and promotions would be given particular weight.

The following plaintiff was employed as Electrical Designing Engineer during the period indicated, receiving $70.00 and $85.00 per week:

David H. Hovey, June 16, 1942 to June 15, 1943, Exhibit 54(a).

Field Engineer:

This employee was in charge of all field engineering, furnishing field parties daily with an outline of work to be done, and all field parties and building and construction inspectors reported to him. Layout work and inspection work on railroads, roads and streets, storm drainage and inspection of buildings and equipment, grading work, street surfacing and design and inspection of concrete mix, and all erosion control work was under his charge and supervision. During the first week of his employment he worked in New Orleans at the Eighth Naval District Headquarters laying out plans for the depot. Among his duties he approved for payment vouchers which related to subcontracts. From December, 1942, until termination he regularly inspected carloads of slag and asphalt received from out of state.

His work required specialized technical knowledge and the exercise of discretion and independent judgment. He received a B. S. in Civil Engineering from Mississippi State College, was a licensed engineer in Mississippi, and had been a Project Engineer and Assistant Engineer of Plans and Designs with the Mississippi State Highway Department. He requisitioned employees for his department from the personnel office, after examining their applications, and submitted termination slips on unsatisfactory or unneeded employees. Such recommendations were given particular weight.

The following plaintiff performed the duties of Field Engineer during the period indicated, receiving $85.00 and $100.00 per week:

Robert E. Parish, May 8, 1942 to May 18, 1943, Exhibit 39(a).

Engineer:
This employee during part of his employment was in charge of a survey party, staking out roads and buildings. Part of the time he performed duties of a draftsman, drawing up road plans and plans for storage areas, with no employees under his supervision.

The following plaintiff was employed as engineer during the period indicated:

William T. Batson, June 12, 1942 to May 28, 1943, Exhibit 3(a).

Miscellaneous Construction Employees.

Blueprint Machine Operator:
Two of the employees in this category were employed as blueprint machine operators. These employees op-

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erated the blueprint machine used in the preparation of blueprints. It was their duty, also, to file blueprints and perform other clerical duties incident to the handling of the prints. These prints were used locally and were not sent outside the state.

The following plaintiffs were employed as blueprint machine operators during the periods indicated:

Harvey J. McQuirter, July 7, 1942 to Oct. 15, 1942, Nov. 30, 1942 to Jan. 1, 1943, Exhibit 72.

Robert H. Norwood, July 17, 1942 to Oct. 20, 1942, Exhibit 90.

Stockroom Clerk:

One of the employees in this group performed the duties of a stockroom clerk. He had charge of all office supplies used by office employees engaged in work under the construction contract. The stockroom clerk would receive the office supplies, keep them in order in the stockroom and distribute them to various employees in the office as they were needed. These employees would include those engaged in preparing purchase orders, letters, checks, and other communications for vendors, a substantial number of whom were located outside of Mississippi.

The following plaintiff was employed as a stockroom clerk during the period indicated:

Walter B. Moore, July 8, 1942 to Sept. 8, 1942, Exhibit 80.

Building Inspector:

Of the employees in this category, one was employed as a building inspector. It was his duty to check the

progress of construction of the buildings and other facilities at the project. In performing this work, each day one of his functions was the preparation of a daily progress report showing the progress of construction of the particular buildings which he inspected. Each week a progress report in the form of a map was prepared and sent to Washington, D. C. In addition, a monthly progress report, compiled in a more comprehensive form, was prepared and forwarded to the Bureau of Yards and Docks in Washington. The daily inspection reports turned in by the building inspector served, along with other data, as bases for the preparation by other employees of both the weekly and monthly progress reports.

The following plaintfif was employed as a building inspector during the period indicated:

Robert H. Holz, July 18, 1942 to Feb. 23, 1943, Exhibit 54.

Rodmen:

Two of the employees in this group, members of a surveying party in the field, were employed as rodmen in connection with staking out buildings and facilities such as roads and railroads preliminary to new construction.

The following plaintiffs were employed as rodmen during the period indicated:

Stanford E. Morse, Jr., May 22, 1942 to Aug. 26, 1942, Exhibit 85.

George E. Morse, May 22, 1942 to Aug. 26, 1942, Exhibit 82.

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Draftsmen:

Draftsmen did drafting work at Gulfport in connection with plans and specifications and changes thereof, for the various buildings and facilities at the project.

The following employee was employed as draftsman during the period indicated:

Wilfred S. Lockner, Oct. 7, 1942 to Mar. 9, 1943, Exhibit 69.

Paymaster:

Two of the employees were classified as either assistant paymaster or paymaster. The primary duty of these employees in either classification was to physically distribute pay checks to all of the employees employed on the construction contract. In addition to this function, the employees also regularly assisted employees of the payroll section in the clerical work incident to preparation of the payrolls.

The following plaintiffs were employed as paymaster or assistant paymaster during the period indicated.

Frank Taylor, May 27, 1942 to Mar. 30, 1943, Exhibit 118.

Eugene M. Murphy, May 19, 1942 to Nov. 17, 1942, Exhibit 84.

Timekeeper on Rental Equipment:

It was the duty of the employee in this classification to maintain daily time records on equipment rented to the contractor as set forth at page .. above.

One of the employees who kept time on rental equipment, however, performed his duties solely at the rifle

range. It is not known whether any equipment rented from extrastate lessors was used at this location.

The following employee was employed as timekeeper on rental equipment during the period indicated:

Andrew B. Holden, Jr., Nov. 24, 1942 to Jan. 16, 1943, Exhibit 53.

Chauffeur:

One of the employees in this group is classified as a chauffeur. It was his job to drive M & O officials and other employees of the M & O to different points in and about the depot. Officials and other employees whom this employee chauffeured, included those engaged in receiving out of state materials, unloading and storing them, testing and readying them for shipment and shipping them to extrastate points.

The following plaintiff we employed as a chauffeur during the period indicated:

Harry R. Prout, May 20, 1943 to June 20, 1943, Exhibit 98.

Chief Timekeeper:

This plaintiff was head of the timekeeping section of the Payroll and Accounting Department. He regularly directed the work of all of the contractor's timekeepers, and assistants and clerks in the section, whose number varied from 10 to 50 in accordance with the volume of the work. The Chief Timekeeper assigned timekeepers to their posts of duty where they would issue brass checks and check in employees on time sheets, spot check them in the field during the day, and collect the brass checks at the end of the day and check the employees out on the time sheets. The time sheets were collected

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and forwarded to the Chief Timekeeper's office, where they were extended and check for accuracy before being transmitted to the payroll section. A substantial number of the employees whose time was kept by the timekeeping section were engaged in unloading materials and equipment received from outside the state. All of the Chief Timekeeper's time was occupied in supervising work. He had authority to hire, fire and promote timekeepers and timecheckers under his supervision, and his suggestions in these reports concerning the clerical employees under his supervision were given particular weight.

The following plaintiff was employed as Chief Timekeeper during the period indicated, receiving $65.00 and $75.00 per week.

S. K. Day, May 4, 1942 to May 25, 1943, Exhibit 29.

Timekeepers:

One plaintiff performed the duties of a timekeeper as related above, and beginning October, 1942, had approximately fifteen other timekeepers under his general supervision, checking the timesheets prepared by them for accuracy. He continued to check timesheets himself. A substantial number of employees whose time was kept by this group were engaged in interstate activity.

The following plaintiff was so employed during the period indicated, receiving $22.50, $25.00, $30.00 and $40.00 per week:

John P. Pentecost, Dec. 29, 1942 to Apr. 10, 1943, Exhibit 96.

Purchasing Agent:

This plaintiff received requisitions from field superintendents and material "take-off" lists from the Estimating Departments for material and equipment to be purchased. He reworded the description of the items to conform to trade terminology, and prepared bid requests which were sent to selected prospective vendors. On return, the bids were opened in the presence of a Navy representative. The Purchasing Agent than prepared a bid comparison sheet, and selected the lowest or best bid considering both price and time of delivery. A purchase order to the selected vendor was then typed up and sent to the General Superintendent and the Officer-in-Charge for approval before mailing. Knowledge of construction materials and the various sources of supply was essential to the performance of these duties. In performing his work, the Purchasing Agent regularly contacted by mail, telegraph and telephone vendors, a substantial number of whom were located outside of the state. The Purchasing Agent's section included one to three clerks and one or two typists who were regularly directed by him, and who performed various duties in typing and mailing bid requests and purchase orders and filing papers. His suggestions and recommendations with respect to hiring and firing and promotions of the employees under his supervision would be given particular weight.

The following plaintiff was employed as Purchasing Agent during the period indicated, receiving $70 and $85.00 per week.

L. L. Brunson, April 27, 1942 to November 9, 1942, Exhibit 11(a).

Lumber Expediter:

One of the employees in this group was employed as a lumber expediter. It was his duty to facilitate the

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shipment of lumber to the project. Over 50 percent of this lumber came from outside of the State of Mississippi. In performing this work, this employee regularly contacted suppliers of lumber by mail, telegraph and telephone to expedite the shipment of the lumber.

The following plaintiff was employed as an expediter during the period indicated:

Sam Moody, June 15, 1942 to Sept. 8, 1942, Exhibit 79(a).

Superintendent of Motor Pool:

This plaintiff was in charge of a passenger motor car pool, and regularly supervised and directed the work of the chauffeurs who drove the cars. On receipt of telephone or verbal requests for transportation, the Superintendent dispatched a car and driver. It was likewise his responsibility to see that the cars were in proper operating condition and serviced at proper intervals. All of his time was spent in supervisory work. His recommendation in regard to the employment, discharge and promotion of employees supervised by him were given particular weight. He was employed during the period indicated, receiving $65.00 and $75.00 per week:

C. E. Hogue, May 4, 1942 to Jan. 4, 1943, Exhibit 52(a).

Other miscellaneous construction employees were:

John W. Hoddie was employed during the period May 26, 1942, to September 19, 1942 (Exhibit 104) performing design functions in connection with concrete construction.

Georgia Dorothy Day was employed during the periods June 8, 1942 to August 30, 1942, and October 19, 1942 to

October 31, 1942 (Exhibit 28) performing general typing and stenographic work in the personnel section.

Maintenance and Operations:

The job descriptions set forth hereafter are those of plaintiffs who were carried on the "M & O" payroll. In some instances, certain plaintiffs continued to perform the same duties which they had previously performed while on the construction payroll.

"M & O" Routine Employees:

Invoice Section:

The Invoice Section in "M & O" performs substantially the same functions as the invoice section in new construction. See page .. above. The following plaintiff was employed in invoice section during the period indicated:

Bert L. Roberts, Mar. 10, 1943 to June 11, 1943, Exhibit ...

Voucher Section:

The Voucher Section in "M & O" performs substantially the same general functions as the above section in new construction. See page .. above. The following plaintiff was employed in the Voucher Section (as well as the War Bond Section) during the period indicated. However, his particular duties in that section were limited to entering paid invoices into a voucher register under the proper general ledger cost account.

Walter D. Moore, Sept. 16, 1942 to Jan. 13, 1943, Exhibit 81.

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Payroll Section:

Employees in the "M & O" payroll section were engaged in the performance of substantially the same duties as those employees employed in the payroll section under new construction. See page .. above.

The following plaintiffs were employed in the payroll section during the period indicated:

Frank H. Crout, Oct. 10, 1942 to May 22, 1943, Exhibit 21.

E. D. Singleton, Jr., August 14, 1942 to Dec. 19, 1942, Exhibit 112.

Office Manager of Shipping Departments:

One of the employees in this category during his period of employment was employed as office manager in the shipping department. Among other duties, he checked the shipping records, the export materials in the warehouse, the "R & I" reports; and he also prepared necessary data for bills of lading on materials which were to be sent to various bases overseas. Also, during a part of his employment, he maintained a complete purchasing control record system, which covered all export materials which were received from out-of-state sources and subsequently shipped for the base to the various theatres of war.

The following plaintiff was employed during the period indicated, as Office Manager in the Shipping Department:

James O. Giles, July 30, 1942 to Mar. 29, 1943, Exhibit 43.

Clerk-Typist:

One of the employees in this group who is classified as a clerk-typist, among other duties, posted the bill of lading register and invoice register, which is clerical work pertaining to the interstate export materials. In addition, this employee prepared a weekly report of all export materials which were received at the base during the week, this report being transmitted to the Bureau of Docks and Yards, Washington, D. C.

The following plaintiff performed the duties of Clerk-Typist during the period indicated:

Margaret Alford, July 14, 1942 to Aug. 25, 1942, Exhibit 2.

Inventory Clerk:

In this category one of the employees performed the duties of an inventory clerk in the automobile parts department, maintaining an inventory of all automobile parts in stock. These parts were not intended for export but rather were used for the maintenance of vehicles used at the depot.

The following plaintiff performed the duties of Inventory Clerk during the period indicated:

Jessie M. Ward, March 11, 1943 to March 27, 1943, Exhibit 123.

Employee Handling Allocation of Storage Space:

One of the employees in this group handled the allocation of storage space for export materials. His duties in "M & O" were substantially the same as in new construction except that the materials, the storage and receipt of which he directed, were export materials rather than new construction materials.

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The following plaintiff performed the duties of allocating storage space during the period indicated:

Paul C. Cutler, July 18, 1942 to August 19, 1942, Exhibits 26 and 27.

Blueprint Operator:

This employee employed as a blueprint operator in this category performed substantially the same duties as a blueprint operator in new construction. See page 50 above. The following plaintiff performed the duties of Blueprint Operator during the period indicated:

Harvey J. McQuirter, Oct. 14, 1942 to Oct. 21, 1942, Nov. 3, 1942 to Nov. 29, 1942, Exhibit 73.

Timechecker:

Timecheckers performed the same duties checking time and attendance of M & O employees as they had construction employees. See page 39 above.

The following plaintiff was employed as a timechecker during the period indicated and in each work week kept the time of a substantial number of employees who were engaged in interstate activity.

Ferdinand J. Ladner, Aug. 4, 1942 to Sept. 8, 1942, Exhibit 62.

The following plaintiffs were employed as timecheckers during the periods indicated, but the nature of the activities in which the employees on whom they kept time records were engaged is not stipulated:

Carl Crisp Campbell, July 22, 1942 to Sept. 8, 1942, Exhibit 12.

E. D. Singleton, Jr., Dec. 20, 1942 to Jan. 17, 1943, Exhibit 112.

Cost Accounting Section:

One of the employees in this category was engaged in keeping cost accounting records on heavy equipment. This equipment, used in maintaining and operating the base, was not intended for export.

The following plaintiff was employed in cost accounting during the period indicated:

E. D. Singleton, Jr., Jan. 18, 1943 to Mar. 29, 1943, Exhibit 112.

The following plaintiff was employed in the cost accounting department to record all hourly time from foremen's cards and weekly employees' time from payrolls to respective cost accounts; also to record to proper cost account all material issued from Base Operation Warehouses on warehouse requisitions, and material, equipment and supplies recapped from payments to vendors of record on the Voucher Journal:

Bert L. Roberts, June 11, 1943 to date, Exhibit ...

Technician:

The classification of technician is given to one of the employees in this group. It was his duty to check different types of mechanical equipment to assure that such equipment was in proper condition and ready for operation. Any machinery which was found to be defective was repaired and placed in satisfactory operating condition. Types of machinery upon which the employee worked included such miscellaneous items as generators, water and gasoline pumps, refrigerator equipment, air compressors, et cetera. All of this equipment was export

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equipment which was only temporarily in storage at the base.

The following plaintiff was employed as a technician during the period indicated:

Henry A. Schattgen, Sept. 8, 1942 to July 10, 1943, Exhibit 106.

Traffic Manager:

One of the employees in this category who was classified as a traffic manager, performed work in connection with railroad shipments and receipts. This work was performed during the period July 8, 1942 to September 23, 1942.

The following plaintiff was employed as Traffic Manager during the period indicated:

Ralph C. Frazier, July 8, 1942 to Sept. 23, 1942, Exhibit 42.

Storekeeper:

Two of the employees in this category were classified as storekeepers. One of them was employed in the automobile parts department. It was his duty to receive all incoming automobile parts, a substantial amount of which came from without Mississippi, and to prepare receiving and inspection reports upon receipt of the shipments. The automobile parts were used in maintaining trucks, automobiles, and other vehicles at the depot.

The following plaintiffs were employed as Storekeepers during the periods indicated:

Gerald H. Rearick, Apr. 10, 1943 to Aug. 22, 1943, Exhibit 102.

Thomas L. Moon, May 24, 1943 to Aug. 23, 1943, Exhibit 79.

Chauffeur:

The employee in this group who was employed as a chauffeur performed the same duties as were performed by the chauffeur discussed at page 52 above.

The following plaintiff was employed as a chauffeur during the period indicated:

Frederick F. Prout, Apr. 3, 1943 to May 24, 1943, Exhibit 100.

Accountant:

The following plaintiff was employed as an accountant performing work in connection with the general ledger during the period indicated:

Cecil B. Everett, June 30, 1943 to July 16, 1943, Exhibit 38.

Draftsmen:

This employee prepared ink drawings of the buildings "as built" on linen and paper for record purposes.

The following plaintiff was employed in this capacity during the period indicated:

Wilfred S. Lockyer, Mar. 9, 1943 to June 12, 1943, Exhibit 70.

Expediters:

These employees regularly contacted by mail, telegraph and telephone, or in person, various vendors, approximately 90% of whom were located outside Mississippi,

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to expedite the delivery of the purchased materials from the vendor to the depot.

The following plaintiffs were employed in this capacity during the periods indicated:

Sam Moody, Sept. 9, 1942 to Jan. 3, 1943, Exhibit 79(b).

W. M. Dowdle, Nov. 16, 1942 to Dec. 25, 1942, Exhibit 32.

Assistant Coordinator:

This employee was hired to supervise a perpetual inventory of stock. During the entire period of his employment he was studying records or being trained for the work he was expected to perform. He quit after 15 days.

The following plaintiff was employed in this capacity for the period indicated:

Guy Farham, July 10, 1942 to July 25, 1942, Exhibit 39(a).

"M & O" Executive, Administrative or Professional Employees.

Chief Draftsman:

The duties of this employee are set forth at page 27, above, and were generally the same on "M & O" as they have been on construction. There is no evidence, however, that a weekly progress report in the form of a map was sent to Washington during this period.

The following plaintiff was employed in this capacity during the period indicated, receiving $85.00 per week:

John E. Pearson, Mar. 9, 1943 to June 29, 1943, Exhibit 95.

Engineer:

One of the employees in this group was employed as an engineer from approximately November 10, 1942 to May 15, 1943. His principal duties consisted of the preparation of "assembling lists" which were used by field engineers in connection with the shipping of export materials to advance bases. These assembling lists were prepared from master lists which were received from the Navy Department in Washington. In preparing the assembling lists, which were lists of material and equipment to be assembled into a shipment destined for overseas, the inventory records were consulted to determine the materials and equipment available. From approximately March 10, 1943 to Apr. 10, 1943, it was the primary duty of this employee to reconcile inventory cards with export materials on hand. This work was necessary in connection with the maintenance of proper inventory and shipping records with respect to the export materials. From April 10, 1943, until he was terminated, the employee had charge of the transfer of various surplus materials and equipment from new construction to "M & O". That is to say, materials and equipment which were left after construction was completed were salvaged wherever possible, and transferred to M & O in any case where they might be utilized to an advantage in operating the depot. This employee had one stenographer under his supervision and a varying number of common laborers who were drawn from a labor pool as needed. He had had three years of engineering at Mississippi State College. His work required the exercise of discretion and independent judgment.

The following plaintiff was employed during the period indicated, receiving $75.00 per week:

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L. L. Brunson, Nov. 10, 1942 to May 15, 1943, Exhibit 11(b).

Personnel Director:

The Personnel Director regularly directed the work of an assistant and several typists in connection with the hiring of personnel. He interviewed all applicants for weekly salaried jobs, hired them, and assigned the new employees to departments where there were vacancies. Although his authority to hire was subject to the approval of the General Manager or Officer-in-Charge, such approval was generally followed. His suggestions and recommendations concerning hiring, firing and promotions were given particular weight in the case of all weekly salaried personnel, whether or not under his supervision. The mechanics of hiring and assisting applicants in making applications and typing and filing various personnel forms, were handled by the employee who worked under his supervision.

The following plaintiff was employed in this capacity, receiving $50.00 to $75.00 per week during the period indicated:

W. W. Dowdle, July 8, 1942 to Nov. 15, 1942, Exhibit 32(a).

Special Assistant to General Manager (Office Manager for Field Operations):

This employee performed the duties of office manager in connction with field operations. He was the head of a recognized department consisting of approximately 25 employees and regularly directed their work. Field operations consisted of receiving and shipping all types of materials and equipment for export. The employees under the office manager's supervision performed all the

clerical work in connection with Field Operations, handling R & I reports, bills of lading, etc. All of the Office Manager's time was spent in supervision and the duties required the exercise of discretion and independent judgment. He had authority to hire and fire the employees under his supervision and his suggestions and recommendations in connection with promotion were given particular weight.

The following plaintiff was employed in this capacity during the period indicated, receiving $90.00 per week:

Charles R. Jenks, Nov. 14, 1942 to May 15, 1943, Exhibit 55(a).

Special Assistant to General Manager: (Manager, Equipment and Maintenance Dept.)

This employee performed the duties of manager of the operation and maintenance of heavy equipment and regularly directed the work of employees engaged therein. He had an assistant and several foremen who had from 50 to 200 employees under their immediate supervision. These employees were engaged in operating and maintaining the heavy equipment used in loading and unloading export material and equipment to and from freight cars. All of the Manager's time was spent in supervisory work and required discretion and independent judgment. He had authority in hiring, firing and promoting employees under his supervision.

The following plaintiff was employed in this capacity during the period indicated, receiving $90.00 per week:

William H. Softy, Nov. 11, 1942 to May 15, 1943, Exhibit 114.

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Superintendent of Motor Pool:

The duities of this position are set forth at page .. above.

The following plaintiff continued to perform these duties during the period indicated receiving $75.00 per week:

C. E. Hogue, Jan. 4, 1943 to May 15, 1943, Exhibit 52(b).

Navy Employees.

Certain of the plaintiffs were classified during some part of their employment as "Navy" employees. The so-called "Navy" employees are hired, discharged and perform their work at the direction of and solely under the supervision and control of either the Officer-in-Charge or the Navy Auditor. The Navy Auditor, during most of his period of employment, was carried on the contractor's payroll. The "Navy" employees were likewise carried at all times on the contractor's payroll. They are required to sign "in" and "out" on the daily attendance records just as other employees of the contractor. They were paid by the contractor's check, prepared in the contractor's payroll department; and they were compensated in the same manner as other employees of the contractor, not in accord with the provisions of the Classification Act of 1925 (Title 5, U. S. C. A., Secs. 661, et seq.) The contractor made income tax deductions and withholding tax deductions from the earnings of "Navy" employees. A statement of their income tax deductions was prepared and submitted to these employees by the contractor precisely as was done for all other contractor's employees. Social Security tax deductions were made from the gross earnings of all employees in this

category by the contractor and these deductions were included in reports sent to the Social Security Board. The hours worked by the "Navy" employees and the wages they received were included in a report which the contractor submitted to the Bureau of Labor Statistics to the U. S. Department of Labor. If any of the employees in this category were discharged, they were entitled to the benefits of unemployment compensation like any other contractor's employee, in fact, one of the employees (Alton E. Creel) actually received unemployment compensation from the Mississippi Unemployment Compensation Commission as a result of his employment and subsequent discharge by the Contractor. When each person was terminated by the Contractor, including employees considered to be "Navy" employees, notice of this fact was sent to the Mississippi Unemployment Compensation Commission and a copy of this notice was given to the employee.

None of these employees had a Civil Service rating. They were not hired through Civil Service and were not entitled to any of the benefits accruing to Civil Service employees. The employees were not required to take any oath of office upon being employed, as is usually required of the ordinary Government employee.

On the other hand, the employee worked under the supervision of either the Officer-in-Charge or the Navy Auditor; and they received no instructions or directions from officials of the contractor.

The Navy Department reimbursed the contractor for the plaintiffs.' wages The Navy Department reimbursed the contractor for Social Security taxes, workmen's compensation premiums, et cetera, on these individuals, under the contract clauses authorizing reimbursement for "usual expenses incident to the employment of labor"

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(Article 25 (b)) and "the net amount of any U. S. Social Security taxes and any state or local taxes . . . which the contractor may be required to pay on personnel under any applicable valid law." Article 25 (m).)

It appears that the contractor made out the usual hiring slip for these employees (Form FC 102 (Y & D)) directing the timekeeper to place the employees (Form FC 102 (Y & D)) directing the timekeeper to place the employees on the payroll in the usual manner, and, where their compensation was changed, made out the usual change of rate slip for them (Form FC 103 (Y & D)).

Joseph C. King was employed as a Navy Building Inspector during the period May 25, 1942 to January 26, 1943 (Exhibit 60). His main duties were the inspection of roads, railroads and fences during construction. Not regularly, but occasionally, he inspected materials used in such projects and approved or disapproved the receiving and inspection reports prepared by the Receiving Clerk for the contractor. Part of these materials, including the steel, was received from outside the state.

John Z. Gloss was employed as Head Timekeeper for the Navy during the period beginning July 1, 1942 and continuing to date (Exhibit 47), thus performing duties in connection with both "New Construction" and "M & O". He had under his supervision from time to time 4 to 30 employees, consisting of timecheckers, timekeepers, fingerprint men and typist clerks. He assigned the timecheckers to various posts where they witness the checking in and out of employees by the Contractor's timekeepers and received a copy of the time sheet. In addition, the timecheckers made spot checks during the day to see if employees were on the job. The time sheets

were checked by Mr. Gloss and assistants for accuracy of the hours shown and to see if they conformed to the Bureau of Yards and Docks Accounting Manual. Part of Mr. Gloss' work was the fingerprinting of employees. In preparing himself for this work he secured books from the Federal Bureau of Investigation and visited the Army Air Field and police station. These fingerprint cards were made in substantial numbers each week, and were mailed by the Navy Auditor to the Federal Bureau of Investigation in Washington, D. C.

In addition to the foregoing duties, since May, 1943, Mr. Gloss has taken the pictures of and made identification badges for al employees.

Approximately 20% of Mr. Gloss' time is spent in connection with the timechecking duties noted, and the balance is divided between the fingerprint and badge work. In both the fingerprinting and badge-work, he has part time assistance from a girl in the office or others on his staff who handle part of the volume of work. He takes about half of the fingerprinting himself, however.

Mr. Gloss' suggestions and recommendations as to hiring or firing and advancement and promotion of employees under his supervision were given particular weight.

Unidentified and Miscellaneous Plaintiffs.

Certain plaintiffs could not be identified on the contractor's payrolls. They are:

Tom Brown.

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Joe Lee, Jr.

John Henry Bradley.

Clarification of the identity of others establishes that:

T. A. Williamson is the same person as Thomas A. Williamson (Ex. 130).

J. G. Glass is John E. Gloss (Exhibit 46).

Miscellaneous plaintiffs not previously treated herein are:

Leon M. Ladner was employed as a timekeeper on rental equipment during the period from August 29, 1942, to April 10, 1943 (Ex. 64). The duties of this position are set forth at page .. above.

R. A. Van Scotter was employed as a building inspector during the period may 23, 1942 to November 30, 1942 (Ex. 107). His duties were to see that construction and equipment were carried on in accordance with plans and specifications and to keep and file daily progress reports of construction on buildings, as more fully set forth under the heading "Building Inspection" at page .. above.

Eddie P. Spiers was employer as a carpenter during the period August 27, 1942 to November 14, 1942 (Exhibit 115). He was compensated on an hourly basis, receiving $.70 per hour during the entire period of his employment. He likewise received time and one-half his hourly rate of pay for all hours worked in excess of 40 in each work week and therefore is not entitled to further overtime.

John E. Meek was employed as a timekeeper during the period September 9, 1942 to April 10, 1943 (Exhibit 76). The duties of a timekeeper are set forth at page .. above. Employees on whom he kept time included a substantial number of laborers, who, among other things, each week unload railroad cars and trucks containing interstate shipments.

Intervening Plaintiff.

William E. Bailey, Jr., was employed as a timechecker during the period June 19, 1942 to August 22, 1943 (Exhibit ..). The duties of a timechecker are set forth at page .. above. He checked time on all groups of employees in the course of a week, including laborers unloading extra state shipments, and office employees.

EXHIBIT 1.

EUGENE O. ADAM (CONSTRUCTION EMPLOYEE)

1. Hired 6-20-42, Timechecker, @ $22.50 per week.
2. Promotion, 6-24-42, to Timechecker @ $25.00 per week.
3. General Change of Rate, 7-8-42; changed to Timechecker @ $30.00 per week.
4. Promotion, 11-4-42, to Timechecker @ $35.00 per week.
5. Discharged, lack of work, 12-16-42.
   Duties: Field timechecking.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/23/42	0	19.13
6/30/42	45	40.00
7/ 7/42	21	30.63
7/14/42	32	35.00
7/21/42	2	20.00
7/28/42	23	30.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
8/ 4/42	22½	30.00
8/11/42	17	30.00
8/18/42	17	30.00
8/25/42	24	30.00
8/25/42	21½	30.00
9/ 1/42	24	30.00
9/ 8/42	19	30.00
9/15/42	11	28.75
9/22/42	17	30.00
9/29/42	14	28.75
10/ 6/42	16	30.00
10/13/42	12½	28.75
10/20/42	4½	23.75
10/27/42	14	30.00
11/ 3/42	10½	28.75
11/10/42	15½	35.00
11/17/42	11½	37.55
11/24/42	6½	33.91
12/ 1/42	0	21.15
12/ 8/42	11	37.19
12/15/42	0	28.07

EUGENE O. ADAM.

EXHIBIT 2.

MARGARET ALFORD (MAINTENANCE & OPERATION EMPLOYEE.)

1. Hired, 7-1042, Clerk-typist @ $30.00 per week.
2. Discharged, lack of work, 8-25-42.
   Duties: General clerical work and typing.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	0	$20.00
7/21/42	10	27.50

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/28/42	11	30.00
8/ 4/42	4	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	14	30.00

MARGARET ALFORD.

EXHIBIT 3.

LEONELL J. ARCENEAUX (NEW CONSTRUCTION EMPLOYEE (Mrs. P. J. Bernheim).

1. Hired 6-15-42, Stenographer @ $25.00 per week.
2. General Change of Rate, 7-8-42, Stenographer @ $30.00 per week.
3. Change of Rate, 11-11-42, Stenographer @ $35.00 per week.
4. Discharged, lack of work, 1-16-43.

Duties: General Stenographic Work.

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	0	$10.00
6/23/42	16½	38.13
6/30/42	16½	38.13
7/ 7/42	12	34.38
7/14/42	8	33.75
7/21/42	16	35.00
7/28/42	4	27.50
8/ 4/42	8	30.00
8/11/42	7	30.00
8/18/42	8	30.00
8/25/42	0	25.00
9/ 1/42	8	30.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
9/ 8/42	0	25.00
9/15/42	0	22.50
9/22/42	7½	30.00
9/29/42	6	28.75
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	5	30.00
10/27/42	0	25.00
11/ 3/42	8	30.00
11/10/42	0	25.00
11/17/42	0	25.00
11/24/42	8	35.00
12/ 1/42	4½	35.00
12/ 8/42	5	32.81
12/15/42	8	34.27
12/22/42	12	37.72
12/29/42	0	26.25
1/ 5/43	0	29.17
1/12/43	6½	33.91
1/19/43	0	20.42

Amount paid this employee in cash for accumulated leave on termination of employment $51.05.

LEONELL J. ARCENEAUX.

EXHIBIT 3(a).

1. Hired 6-12-42, Engineer @ $60.00 per week.
2. Promotion 6-17-42, Engineer @ $65.00 per week.
3. General Change of Rate 7-8-42, Engineer @ $75.00 per week.
4. Discharged, lack of work, 5-28-43.
   Duties: Construction Engineer.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	9	$ 63.00
6/23/42	28½	100.34
6/30/42	28½	103.34
7/ 7/42	17½	86.13
7/14/42	28½	75.00
7/21/42	15½	75.00
7/28/42	24½	75.00
8/ 4/42	15½	75.00
8/11/42	6½	62.50
8/18/42	16	75.00
8/25/42	16	75.00
9/ 1/42	17	75.00
9/ 8/42	25	75.00
9/15/42	17½	75.00
9/22/42	23½	75.00
9/29/42	24½	75.00
10/ 6/42	14	75.00
10/13/42	18	75.00
10/20/42	13	75.00
10/27/42	15½	75.00
11/ 3/42	13	75.00
11/10/42	22½	75.00
11/17/42	23	75.00
11/24/42	22½	75.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
12/ 1/42	14	75.00
12/ 8/42	13½	75.00
12/15/42	14½	75.00
12/22/42	17	75.00
12/29/22	3	62.50
1/ 5/43	11	75.00
1/12/43	11	75.00
1/19/43	10½	75.00
1/25/43	8	75.00
2/ 2/43	11½	75.00
2/ 9/43	11½	75.00
2/16/43	8	75.00
2/23/43	8	75.00
3/ 2/43	8	75.00
3/ 9/43	8	75.00
3/16/43	8	75.00
3/23/43	8	75.00
3/30/43	8	75.00
4/ 6/43	8	75.00
4/13/43	8	75.00
4/20/43	8	75.00
4/27/43	8	75.00
5/ 4/43	8	75.00
5/11/43	8	75.00
5/18/43	8	75.00
5/25/43	8	75.00

Amount paid this employee in cash for accumulated leave on termination of employment $178.91.

W. T. BATSON.

EXHIBIT 3(b).

WILLIAM E. BAILEY, JR. (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Transferred from New Construction part of Contract 6-29-43, Senior Clerk @ $45.00 per week.
2. Change of Classification 5/1/44, Navy Timekeeper @ $45.00 per week.
3. Discharged, lack of work, 6/21/44.
   Duties: Timekeeping.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/ 6/43	0	$00.00
7/11/43	0	00.00
7/18/43	0	00.00
7/25/43	0	00.00
8/ 1/43	0	00.00
8/ 8/43	0	00.00
8/15/43	0	00.00
8/22/43	2	39.38
8/29/43	14½	53.43
9/ 5/43	10½	47.92
9/12/43	11	52.57
9/19/43	10½	48.24
9/26/43	11	48.22
10/ 3/43	24	67.92
10/10/43	22	63.16
10/17/43	13	51.49
10/24/43	9	46.30
10/31/43	18	57.97
11/ 7/43	18½	53.87
11/14/43	13½	51.81
11/21/43	14	52.78

POOR COPY

BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/28/43	9½	50.41
12/ 5/43	11	48.89
12/12/43	26¾	73.87
12/19/43	12	50.19
12/26/43	8¼ (holiday)	55.70
1/ 2/44	13	51.49
1/ 9/44	2½	37.84
1/16/44	12	50.19
1/23/44	11½	49.54
1/30/44	12¾	51.16
2/ 6/44	21	61.86
2/13/44	8½	45.32
2/20/44	33½	84.14
2/27/44	20¼	60.89
3/ 5/44	7¾	44.33
3/12/44	11	48.98
3/19/44	15¾	55.05
3/26/44	9½	46.95
4/ 2/44	7½	44.35
4/ 9/44	11	48.89
4/16/44	11	48.89
4/23/44	11	48.89
4/30/44	11	48.89
5/ 7/44	8	45.00
5/14/44	33	81.97
5/21/44	34	78.82
5/28/44	23½	65.10
6/ 4/44	22	67.48
6/11/44	26	68.35
6/18/44	30½	78.30
6/25/44	0	25.09

WILLIAM E. BAILEY, JR.

EXHIBIT 3(c).

WILLIAM E. BAILEY, JR. (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-19-42, Navy Timechecker @ $30.00 per week.
2. Change of Rate 7-8-42, Navy Timechecker @ $40.00 per week.
3. Change of Rate 12-16-43, Assistant to Chief Navy Timekeeper @ $45.00 per wk.
4. Change of Classification, 4-21-43, Sr. Clerk @ $45.00 per week.
5. Transferred to Maintenance & Operations part of Contract 6-29-43.

   Duties: Field timechecking (1 & 2); Assistant Supervisor of Navy Timecheckers (3); Timekeeping (line 4).

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/23/42	11	$48.38
6/30/42	30	63.75
7/ 7/42	14	45.75
7/14/42	14	40.00
7/21/42	23½	46.67
7/28/42	23	46.67
8/ 4/42	22½	46.67
8/11/42	22	46.67
8/18/42	14	40.00
8/25/42	23½	46.67
9/ 1/42	31½	46.67
9/ 8/42	31¾	46.67
9/15/42	49	46.67
9/22/42	24	46.67
9/29/42	22	46.67

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BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/ 6/42	21½	46.67
19/13/42	21	46.67
10/20/42	18½	46.67
10/27/42	14	43.34
11/ 3/42	24	46.67
11/10/42	24	53.33
11/17/42	24	52.50
11/24/42	22½	52.08
12/ 1/42	21½	51.25
12/ 8/42	24½	51.67
12/15/42	23	52.50
12/22/42	12	48.75
12/29/42	20	56.25
1/ 5/43	14	50.63
1/12/42	21½	57.66
1/19/43	18½	54.84
1/26/43	18½	53.91
2/ 2/43	22½	54.50
2/ 9/43	24	60.00
2/16/43	15½	52.50
2/23/43	20½	56.72
3/ 2/43	24½	56.25
3/ 9/43	11	47.81
3/16/43	11	47.81
3/23/43	17	53.44
3/30/43	16	52.97
4/ 6/43	14	48.75
4/13/43	10½	47.34
4/20/43	7½	44.53
4/27/43	20½	48.75
5/ 4/43	11	47.81
5/11/43	6	43.13
5/18/43	20	56.25
5/25/43	21½	49.69

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 1/43	13½	55.32
6/ 8/43	10	46.31
6/15/43	17½	45.94
6/22/43	3	39.38
6/29/43	0	00.00

WILLIAM E. BAILEY, JR.

EXHIBIT 4.

JULIAN BOUNDS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 11-9-42, Equipment Checker @ $35.00 per week.
2. Discharged, lack of work, 12-8-42.
3. Hired 1-13-43, Watchman @ $30.00 per week.
4. Discharged, lack of work, 2-16-43.

Duties: Line 1, Equipment Checker, Line 3, Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/10/42	0	$10.21
11/17/42	14	37.92
11/24/42	22	45.21
12/ 1/42	13	38.65
12/ 8/42	0	28.80
Separated		
1/19/43	8	30.00
1/26/43	8	30.00
2/ 9/43	8	30.00
2/16/43	0	35.00

JULIAN BOUNDS.

POOR COPY

BLEED THROUGH

140 EXHIBIT 5.

JOHN HENRY BRADLEY.

JOHN HENRY BRADLEY.

141 EXHIBIT 6.

JACK BRAUMILLER (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-6-42, Accountant @ $55.00 per week.
2. Change of Rate & Classification 7-8-42, Assistant Accountant @ $55.00 per week.
3. Promotion, 11-25-42, Assistant Accountant @ $60.00 per week.
4. Discharged, lack of work, 2-13-43.
   Duties: General accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/ 7/42	0	$18.33
7/14/42	26½	64.17
7/21/42	27½	64.17
7/28/42	28	64.17
8/ 4/42	17½	59.59
8/11/42	18½	64.17
8/18/42	15½	64.17
8/25/42	17½	64.17
9/ 1/42	16	64.17
9/ 8/42	16	64.17
9/15/42	8	55.00
9/22/42	15½	64.17
9/29/42	15½	64.17
10/ 6/42	16	64.17

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/13/42	8	55.00
10/20/42	15½	64.17
10/27/42	15½	64.17
11/ 3/42	8	55.00
11/10/42	15	63.02
11/17/42	16	64.17
11/24/42	16	64.17
12/ 1/42	12½	70.00
12/ 8/42	8	60.00
12/15/42	16	70.00
12/22/42	8	60.00
12/29/42	8	60.00
1/ 5/43	0	50.00
1/12/43	12½	65.00
1/19/43	8	60.00
1/26/43	0	60.00
2/ 2/43	0	50.00
2/ 9/43	8	60.00
2/16/43	0	40.00

Amount paid this employee in cash for accumulated leave on termination of employment $90.00.

JACK BRAUMILLER.

POOR COPY

BLEED THROUGH

142 EXHIBIT 7.

H. D. BROADUS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 12-5-42, Watchman @ $30.00 per week.
2. Discharged, lack of work, 1-11-43.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
12/14/42	0	$25.00
12/22/42	8	30.00
12/29/42	8	30.00
1/ 5/43	8	30.00
1/12/43	0	20.00

H. D. BROADUS.

143 EXHIBIT 8.

L. W. BROADUS (NEW CONSTRUCTION EMPLOYEE).

1. Hired, 11-9-42, Watchman @ $30.00 per week.
2. Discharged, lack of work, 1-11-43.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/10/42	0	$ 5.00
11/17/42	8	30.00
11/24/42	16	30.00
12/ 1/42	8	30.00
12/ 8/42	8	30.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
12/15/42	8	30.00
12/22/42	8	30.00
12/29/42	8	30.00
1/ 5/43	8	30.00
1/12/43	0	15.00

L. W. BROADUS.

144 EXHIBIT 9.

RUFUS R. BROADUS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 12-5-42, Guard @ $30.00 per week.
2. Discharged, lack of work 2-9-43.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
12/15/42	8	$30.00
12/22/42	8	30.00
12/29/42	8	30.00
1/ 5/43	8	30.00
1/12/43	0	15.00
1/19/43	8	30.00
1/26/43	8	30.00
2/ 2/43	8	30.00
2/ 9/43	8	30.00

RUFUS R. BROADUS.

POOR COPY

BLEED THROUGH

145 EXHIBIT 10.

ESCOE A. BROWN (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-16-42, Timechecker @ $2.50 per week.
2. Change of Rate & Classification, 6-24-42, Timekeeper @ $25.00 per week.
3. General Change of Rate, 7-8-42, Timekeeper @ $30.00 per week.
4. Discharged, lack of work, 9-16-42.

Duties: Line 1, Field Timechecking; Lines 2 & 3, Field Timekeeping.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	0	4.50
6/23/42	48½	36.00
6/30/42	40	40.00
7/ 7/42	19½	30.63
7/14/42	25½	30.00
7/21/42	54½	33.75
7/28/42	38	35.00
8/ 4/42	16½	30.00
8/11/42	16	30.00
8/18/42	15	30.00
8/25/42	23½	30.00
9/ 1/42	29	30.00
9/ 8/42	40½	35.00
9/15/42	23½	30.00

ESCOE A. BROWN.

146 EXHIBIT 11.

TOM BROWN.

TOM BROWN.

147 EXHIBIT 11(A).

L. L. BRUNSON (NEW CONSTRUCTION EMPLOYEE).

1. Hired 4-27-42, Purchasing Agent @ $70.00 per week.
2. General Change of Rate, 7-8-42, @ $85.00 per week.
3. Transferred to Maintenance & Operation part of Contract, 11-9-42.

Duties: Purchasing contract needs.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
4/28/42	0	$28.33
5/ 5/42	8	85.00
5/12/42	13	85.00
5/19/42	8	85.75
5/26/42	17	85.75
6/ 2/42	17½	95.57
6/16/42	22	109.38
6/23/42	20	108.07
6/30/42	21½	109.38
7/ 7/42	20½	108.07
7/14/42	18½	85.00
7/21/42	9½	85.00
7/28/42	15½	85.00
8/ 4/42	8	85.00
8/11/42	8½	85.00
8/18/42	9	85.00
8/25/42	9	85.00

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BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/ 1/42	13	85.00
9/ 8/42	10	85.00
9/15/42	13	85.00
9/22/42	8	85.00
9/29/42	15	85.00
10/ 6/42	9½	85.00
10/13/42	8	85.00
10/20/42	9	85.00
10/27/42	12½	85.00
11/ 3/42	8	85.00
11/10/42	5	70.83

Amount paid this employee in cash for accumulated leave on termination of employment $134.38.

L. L. BRUNSON.

148 EXHIBIT 11(B).

L. L. BRUNSON (MAINTENANCE & OPERATION EMPLOYEE).

1. Transferred from New Construction part of Contract, 11-10-42; Engineer @ $75.00 per week.
2. Discharged, lack of work, 5/15/43
   Duties: Engineer—Field operations.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/15/42	6	$71.88
11/22/42	8	71.88
11/29/42	9½	75.00
12/ 6/42	10	75.00
12/13/42	12	75.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
12/20/42	10	75.00
12/27/42	9	75.00
1/ 3/43	8½	75.00
1/10/43	10	75.00
1/17/43	9	75.00
1/24/43	13	75.00
1/31/43	9	75.00
2/ 7/43	9	75.00
2/14/43	10½	75.00
2/21/43	8	75.00
2/28/43	6¾	73.05
3/ 7/43	8¾	75.00
3/14/43	9¾	75.00
3/21/43	8¼	75.00
3/28/43	8¼	75.00
4/ 4/43	7½	74.22
4/11/43	8½	75.00
4/18/43	8½	75.00
4/25/43	19	75.00
5/ 2/43	10	75.00
5/ 9/43	9	75.00
5/16/43	8½	75.00

Amount paid this employee in cash for accumulated leave on termination of employment $134.38.

L. L. BRUNSON.

POOR COPY

BLEED THROUGH

149 EXHIBIT 12.

CARL CRISP CAMPBELL (MAINTENANCE & OPERATION EMPLOYEE).

1. Hired 7-22-42, Timechecker @ $35.00 per week.
2. Discharged, lack of work, 9-8-42.
   Duties: Field Timechecking.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/28/42	21	35.00
8/ 4/42	19	40.83
8/11/42	22	40.83
8/18/42	13	35.00
8/25/42	8	35.00
9/ 1/42	8½	35.00
9/ 8/42	8	35.00

CARL CRISP CAMPBELL.

150 EXHIBIT 13.

CARL CRISP CAMPBELL (NEW CONSTRUCTION EMPLOYEE).

1. Transferred from Maintenance & Operations part of Contract, 9/9/42, Timechecker @ $35.00 per week.
2. Promotion 10/14/42, Timechecker @ $40.00 per week.
3. Discharged, lack of work, 4-10-43.
   Duties: Field Timechecking.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/15/42	8	35.00
9/22/42	18	40.83

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/29/42	8	35.00
10/ 6/42	8	35.00
10/13/42	16	40.83
10/20/42	11	40.00
10/27/42	16½	46.67
11/ 3/42	13	40.00
11/10/42	11	42.50
11/17/42	9	40.00
11/24/42	16	46.67
12/ 1/42	10	41.67
12/ 8/42	8	40.00
12/15/42	8	40.00
12/22/42	0	33.33
12/29/42	10	41.67
1/ 5/43	22	51.67
1/12/43	13	44.17
1/19/43	23	52.50
1/26/43	19	49.17
2/ 2/43	11	42.50
2/ 9/43	11	42.50
2/16/43	14	45.00
2/23/43	15½	46.25
3/ 2/43	10½	42.08
3/ 9/43	11	42.50
3/16/43	11	42.50
3/23/43	11	42.50
3/30/43	11	42.50
4/ 6/43	0	35.83
4/13/43	0	28.33

Amount paid this employee in cash for accumulated leave on termination of employment $71.66.

CARL CRISP CAMPBELL.

POOR COPY

BLEED THROUGH

151 EXHIBIT 14.

NAPOLEON L. CASSIBRY (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-6-42, Accountant @ $55.00 per week.
2. Change of Rate & Classification, 11-28-42, Assistant Accountant @ $60.00 per week.
3. Discharged, lack of work, 2-9-43.
   Duties: General accounting work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/ 7/42	0	$18.33
7/14/42	12	59.59
7/21/42	16	64.17
7/28/42	4	52.71
8/ 4/42	8½	55.00
8/11/42	12	59.59
8/18/42	8	55.00
8/25/42	8	55.00
9/ 1/42	8	55.00
9/ 8/42	8	55.00
9/15/42	8	55.00
9/22/42	8	55.00
9/29/42	8	55.00
10/ 6/42	8	55.00
10/13/42	6	52.71
10/20/42	0	9.17
10/27/42	0	45.83
11/ 3/42	8	55.00
11/10/42	8	55.00
11/17/42	16	63.02
11/24/42	16	70.00
12/ 1/42	21	79.38
12/ 8/42	13½	66.88

Week Ending	Hours in Excess of 40	Gross Amount Paid
12/15/42	16	70.00
12/22/42	16	70.00
12/29/42	0	60.00
1/ 5/43	0	50.00
1/12/43	8	60.00
1/19/43	8	60.00
1/26/43	8	60.00
2/ 2/43	8	60.00
2/ 9/43	8	60.00

Amount paid this employee in cash for accumulated leave on termination of employment $37.50.

NAPOLEON L. CASSIBRY.

152 EXHIBIT 15.

JOSEPH S. COLLINS (NEW CONSTRUCTION EMPOYEE).

1. Hired 6-3-42, Fireman @ $25.00 per week.
2. General Change of Rate 7-8-42, Fireman @ $30.00 per week.
3. Discharged, lack of work, 9-2-42.
   Duties: Fire fighter—security.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 9/42	8	21.43
6/16/42	16	25.00
6/23/42	16	25.00
6/30/42	16	25.00
7/ 7/42	16	25.00
7/14/42	16	30.00

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BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/21/42	5	28.75
7/28/42	0	25.00
8/ 4/42	0	20.00
8/11/42	8	30.00
8/18/42	8	30.00
8/26/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	0	30.00

JOSEPH S. COLLINS.

163 EXHIBIT 16.

CHARLES A. COX (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-19-42, Watchman @ $30.00 per week.
2. Discharged, lack of work, 10-19-42.
3. Rehired, 10/24/42, Watchman @ $30.00 per week.
4. Discharged, lack of work, 12-4-42.

Duties: Policing various areas and guarding specific materials and supplies:

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/21/42	0	$10.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	0	20.00
10/27/42	0	15.00
11/ 3/42	8	30.00
11/10/42	0	25.00
11/17/42	0	20.00
11/24/42	0	00.00
12/ 1/42	8	30.00
12/ 8/42	0	15.00

CHARLES A. COX.

154 EXHIBIT 17.

VINCENT T. CRAWLEY (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5/28/42, Assistant Accountant, @ $45.00 per week.
2. General Change of Rate, 7-8-42; changed to Assistant Account @ $55.00 per week.
3. Promotion, 11/18/42, to Assistant Accountant @ $60.00 per week.
4. Promotion, 1/13/43, to Senior Accountant @ $65.00 per week.
5. Discharged, lack of work, 5/18/43.

Duties: General Accounting work during entire period of employment.

POOR COPY

BLEED THROUGH

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/19/42	0	18.00
5/25/42	12	58.50
6/ 2/42	8	51.75
6/ 9/42	14	51.75
6/16/42	14	66.94
6/23/42	28	65.25
6/30/42	18½	66.09
7/ 7/42	25	68.63
7/14/42	18½	64.17
7/21/42	23	59.58
7/28/42	23	64.17
8/ 4/42	17½	64.17
8/11/42	15	64.17
8/18/42	15	64.17
8/25/42	17½	64.17
9/ 1/42	24	61.88
9/ 8/42	16	64.17
9/15/42	17	64.17
9/22/42	17	64.17
9/29/42	8	55.00
10/ 6/42	16	64.17
10/13/42	8	55.00
10/20/42	12	59.58
10/27/42	15½	64.17
11/ 3/42	16	64.17
11/10/42	16	64.17
11/17/42	16	64.17
11/24/42	21	76.25
12/ 1/42	26	82.50
12/ 8/42	17½	71.88
12/15/42	18	71.88
12/22/42	18½	70.00
12/29/42	0	60.00
1/ 5/43	7½	59.38

Week Ending	Hours in Excess of 40	Gross Amount Paid
1/12/43	12	65.00
1/19/43	8	65.00
1/26/43	16	75.83
2/ 2/43	9	66.35
2/ 9/43	0	54.17
2/16/43	16	75.83
2/23/43	16½	76.51
3/ 2/43	13½	72.45
3/ 9/43	14½	69.06
3/16/43	28½	92.76
3/23/43	10½	79.22
3/30/43	28	102.92
4/ 6/43	8	65.00
4/13/43	8	65.00
4/20/43	8	65.00
4/27/43	8	65.00
5/ 4/43	8	65.00
5/11/43	7	63.64

Amount paid this employee in cash for accumulated leave on termination of employment $151.67.

VINCENT T. CRAWLEY.

155 **EXHIBIT 18.**

ALTON E. CREEL (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-28-42, Timechecker (Navy) @ $30.00 per week.
2. General Change of Rate 7-8-42, Navy Timechecker @ $40.00 per week.

POOR COPY

BLEED THROUGH

3. Transferred to Maintenace & Operations part of contract 2-3-43.
Duties: Field timechecker for the Navy.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 2/42	16	52.13
6/ 9/42	31½	65.44
6/16/42	33½	67.69
6/23/42	19	63.75
6/30/42	30	63.75
7/ 7/42	15½	47.44
7/14/42	22½	46.67
7/21/42	25	46.67
7/28/42	19	45.00
8/ 4/42	23	46.67
8/11/42	21	46.67
8/18/42	23	46.67
8/25/42	23	46.67
9/ 1/42	14	40.00
9/ 8/42	23	46.67
9/15/42	12½	40.00
9/22/42	21	46.67
9/29/42	21	46.67
10/ 6/42	15	46.67
10/13/42	16½	46.67
10/20/42	8	40.00
10/27/42	15½	46.67
11/ 3/42	4½	36.67
11/10/42	12½	43.75
11/17/42	10	41.67
11/24/42	8½	40.42
12/ 1/42	12½	47.08
12/ 8/42	16½	47.08
12/15/42	8½	40.42
12/22/42	17	47.50

Week Ending	Hours in Excess of 40	Gross Amount Paid
12/29/42	0	40.00
1/ 5/43	8	45.00
1/12/43	8	40.00
1/19/43	8	40.00
1/26/43	8	40.00
2/ 2/43	9½	40.00

ALTON E. CREEL.

156 EXHIBIT 19.

ALTON E. CREEL (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Transferred from New Construction part of contract, 2/3/43, Navy Timechecker @ $40.00 per week.
2. Discharged, lack of work, March 11, 1944.
   Duties: Field timechecking for the Navy.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
2/ 7/43	0	33.00
2/14/43	9¼	41.04
2/21/43	8½	40.42
2/28/43	9½	41.25
3/ 7/43	9¼	41.46
3/14/43	10	41.67
3/21/43	9¼	41.04
3/28/43	9½	41.25
4/ 4/43	0	32.50
4/11/43	8½	40.42
4/18/43	8	40.00
4/25/43	7½	39.58
5/ 2/43	8	40.00

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BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/ 9/43	8	40.00
5/16/43	8	40.00
5/23/43	8	40.00
5/30/43	7	39.17
6/ 6/43	8	43.33
6/13/43	10	41.67
6/20/43	15½	46.25
6/27/43	15¼	47.50
7/ 4/43	15	45.83
7/11/43	22	62.50
7/18/43	23¼	58.24
7/25/43	18	48.33
8/ 1/43	18	48.33
8/ 8/43	15	47.50
8/15/43	16	48.33
8/22/43	15	47.50

After 8/22/43, this employee paid on basis of time and one half time for all hours over 40.

Amount paid this employee in cash for accumulated leave on termination of employment **$124.67.**

ALTON E. CREEL.

157 EXHIBIT 20.

FRANK H. CROUT (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-18-42, Payroll Auditor, @ $55.00 per week.
2. Change of Rate & Classification, 6-17-42, Accountant @ $60.00 per week.
3. General Change of Rate 7-8-42, Accountant @ $70.00 per week.

4. Discharged 10-9-42 (transferred to Maintenance & Operation part of Contract).
Duties: Payroll auditing and accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/19/42	0	$22.00
5/26/42	21	79.75
6 /2/42	26½	77.69
6/ 9/42	39½	78.72
6/16/42	33½	78.72
6/23/42	41½	88.13
6/30/42	49	89.25
7/ 7/42	43½	89.25
7/14/42	34½	81.67
7/21/42	33½	81.67
7/28/42	0	58.33
8/ 4/42	21½	81.67
8/11/42	17½	81.67
8/18/42	15	81.67
8/25/42	17	81.67
9/ 1/42	16	81.67
9/ 8/42	15	81.67
9/15/42	15½	81.67
9/22/42	15	81.67
9/29/42	15	81.67
10/ 6/42	15	81.67
10/13/42	0	35.00

Amount paid this employee in cash for accumulated leave on termination of employment $109.59.

FRANK H. CROUT.

POOR COPY

BLEED THROUGH

158 EXHIBIT 21.

FRANK H. CROUT (MAINTENANCE & OPERATION EMPLOYEE).

1. Transferred from New Construction part of Contract 10-10-42 Senior Accountant @ $65.00 per week.
2. Discharged, lack of work, 5-22-43.
   Duties: Head of Payroll department.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/11/42	0	$21.66
10/18/42	16	75.83
10/25/42	21	75.83
11/ 1/42	8	65.00
11/ 8/42	17½	75.83
11/15/42	18	78.54
11/22/42	18½	79.22
11/29/42	20	81.25
12/ 6/42	17	77.19
12/13/42	18½	79.22
12/20/42	16½	76.51
12/27/42	8	75.83
1/ 3/43	16	75.83
1/10/43	8½	65.00
1/19/43	13	71.43
1/24/43	8	65.00
1/31/43	15¾	75.49
2/ 7/43	0	73.13
2/14/43	14½	73.46
2/21/43	13	71.77
2/28/43	16	75.83
3/ 7/43	11½	74.48
3/14/43	8	65.00
3/21/43	8	65.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
3/28/43	8	65.00
4/ 4/43	8	65.00
4/11/43	8	65.00
4/18/43	8	65.00
4/25/43	17½	88.36
5/ 2/43	4½	60.26
5/ 9/43	8	65.00
5/16/43	8	65.00
5/23/43	9	65.00

FRANK H. CROUT.

159 EXHIBIT 22.

FLORENCE M. CUEVAS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-15-42, Stenographer @ $30.00 per week.
2. Change of Rate & Classification, 7-29-42, Clerk @ $35.00 per week.
3. Discharged, lack of work, 3-9-42.
   Duties: Stenographic and general clerical work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	0	10.00
6/23/42	20	38.13
6/30/42	34	38.13
7/ 7/42	41½	38.13
7/14/42	26½	35.00
7/21/42	28½	35.00
7/28/42	19½	35.00
8/ 4/42	16	37.92
8/11/42	17½	40.83

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BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/18/42	15½	40.83
8/25/42	14	39.37
9/ 1/42	16½	40.83
9/ 8/42	13	39.38
9/15/42	0	29.17
9/22/42	0	39.37
9/29/42	8	35.00
10/ 6/42	8	35.00
10/13/42	8	35.00
10/20/42	8	35.00
10/27/42	8	35.00
11/ 3/42	8	35.00
11/10/42	8	35.00
11/17/42	8	35.00
11/24/42	8	35.00
12/ 1/42	5	35.00
12/ 8/42	8	35.00
12/15/42	8	35.00
12/22/42	20	44.48
12/29/42	8	35.00
1/ 5/43	0	29.17
1/12/43	8	35.00
1/19/43	8	35.00
1/26/43	8	35.00
2/ 2/43	8	35.00
2/ 9/43	8	35.00
2/16/43	8	35.00
2/23/43	8	35.00
3/ 2/43	8	35.00
3/ 9/43	8	35.00

Amount paid this employee in cash for accumulated leave on termination of employment $63.80.

FLORENCE M. CUEVAS.

160 EXHIBIT 23.

LEVI CUEVAS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-22-42, Watchman @ $25.00 per week.
2. General Change of Rate, 7-8-42, Watchman @ $30.00 per week.
3. Changed to hourly basis, 8-2-42.

Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/23/42	0	$ 3.57
6/30/42	16	25.00
7/ 7/42	16	25.00
7/14/42	16	30.00
7/21/42	8	30.00
7/28/42	8	30.00
8/ 4/42	0	20.00

LEVI CUEVAS.

161 EXHIBIT 24.

NICHOLAS S. CUEVAS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-2-42, Watchman, @ $25.00 per week.
2. General Change of Rate, 7-8-42; changed to Watchman @ $30.00 per week.
3. Discharged 10-20-42, lack of work.
4. Rehired 1-4-43, Guard, @ $30.00 per week.
5. Discharged, lack of work, 3-11-43.

Duties: Miscellaneous guard duties, policing various areas and guarding specific material and supplies.

POOR COPY

BLEED THROUGH

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 2/42	0	3.57
6/ 9/42	16	25.00
6/16/42	16	25.00
6/23/42	16	25.00
6/30/42	16	25.00
7/ 7/42	16	25.00
7/14/42	16	30.00
7/21/42	8	30.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	0	25.00
Separated		
1/12/43	8	30.00
1/19/43	8	30.00
1/26/43	8	30.00
2/ 2/43	8	30.00
2/ 9/43	8	30.00
2/16/43	0	25.00
2/23/43	8	30.00
3/ 2/43	8	30.00
3/ 9/43	8	30.00
3/16/43	0	10.00

NICHOLAS S. CUEVAS.

162 EXHIBIT 25.

OLIVER J. CUEVAS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 1-19-43, Watchman @ $30.00 per week.
2. Discharged, lack of work, 3-11-43.
   Duties: Policing various areas and guarding specific materials and supplies:

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
1/19/43	0	5.00
1/26/43	8	30.00
2/ 2/43	8	30.00
2/ 9/43	8	30.00
2/16/43	8	30.00
2/23/43	8	30.00
3/ 2/43	8	30.00
3/ 9/43	8	30.00
3/16/43	0	10.00

OLIVER J. CUEVAS.

163 EXHIBIT 26.

PAUL C. CUTLER (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-12-42, Engineer @ $35.00 per week.
2. Change of rate & Classification, 6-24-42, Assistant Engineer @ $45.00 per week.
3. Transferred, 7-8-42, to Maintenance & Operation part of contract.
   Duties: Allocation of storage space.

POOR COPY

BLEED THROUGH

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	0	20.78
6/23/42	16	43.76
6/30/42	16	56.25
7/ 7/42	17½	58.36

PAUL C. CUTLER.

164 EXHIBIT 27.

PAUL C. CUTLER (MAINTENANCE & OPERATION EMPLOYEE).

1. Transferred from New Construction part of Contract 7-8-42 Assistant Engineer @ $55.00 per week.
2. Discharged, lack of work, 8-19-42.
   Duties: Allocation of storage space.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	16	38.44
7/21/42	16	55.00
7/28/42	20	64.17
8/ 4/42	11½	55.00
8/11/42	0	55.00
8/18/42	0	45.83
8/25/42	0	9.16

PAUL C. CUTLER.

165 EXHIBIT 28.

GEORGIA DOROTHY DAY (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-8-42, Typist @ $25.00 per week.
2. General Change of Rate, 7-8-42, Stenographer @ $30.00 per week.
3. Discharged, lack of work, 8-30-42.
4. Rehired, 10-19-42, Stenographer @ $30.00 per week.
5. Discharged, 10-31-42, lack of work.
   Duties: Typing and stenographic work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 9/42	0	10.00
6/16/42	18½	38.13
6/23/42	17	38.59
6/30/42	8½	33.13
7/ 7/42	11	30.63
6/ 9/42	0	10.00
6/16/42	18½	38.13
6/23/42	17	38.59
6/30/42	8½	33.13
7/ 7/42	11	30.63
7/14/42	16½	30.00
7/21/42	10½	30.00
7/28/42	9	30.00
8/ 4/42	8½	30.00
8/11/42	9	30.00
8/18/42	16	35.00
8/25/42	16	35.00
9/ 1/42	0	25.00
10/20/42	0	10.00
10/27/42	15	35.00
11/ 3/42	0	17.50

GEORGIA DOROTHY DAY.

POOR COPY

BLEED THROUGH

166 EXHIBIT 29.

S. K. DAY (NEW CONSTRUCTION EMPLOYEE).

1. Hird 5-4-42, Chief Timekeeper @ $65.00 per week.
2. General Change of Rate, 7-8-42, Chief Timekeeper @ $75.00 per week.
3. Discharged, 5-25-43, lack of work.
   Duties: Supervised all of Contractor's timekeeper & timecheckers.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/ 5/42	0	26.00
5/12/42	8	75.97
5/19/42	8	75.97
5/26/42	26	104.00
6/ 2/42	25½	75.97
6/ 9/42	47	104.00
6/16/42	50½	104.00
6/23/42	48½	104.00
6/30/42	50	104.00
7/ 7/42	51½	107.66
7/14/42	32½	75.00
7/21/42	27½	75.00
7/28/42	23	75.00
8/ 4/42	15½	75.00
8/11/42	10½	75.00
8/18/42	18	75.00
8/25/42	15½	75.00
9/ 1/42	15	75.00
9/ 8/42	15½	75.00
9/15/42	8	75.00
9/22/42	15	75.00
9/29/42	7	75.00
10/ 6/42	14	75.00
10/13/42	8	75.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/20/42	7	75.00
10/27/42	11½	75.00
11/ 3/42	7½	75.00
11/10/42	11	75.00
11/17/42	8	75.00
11/24/42	8	75.00
12/ 1/42	8	75.00
12/ 8/42	8	75.00
12/15/42	8	75.00
12/22/42	8	75.00
12/29/42	0	62.50
1/ 5/43	8	75.00
1/12/43	8	75.00
1/19/43	8	75.00
1/26/42	8	75.00
2/ 2/43	8	75.00
2/ 9/43	8	75.00
2/16/43	8	75.00
2/23/43	8	75.00
3/ 2/43	8	75.00
3/ 9/43	8	75.00
3/16/43	8	75.00
3/23/43	8	75.00
3/30/43	8	75.00
4/ 6/43	8	75.00
4/13/43	8	75.00
4/20/43	8	75.00
4/27/43	8	75.00
5/ 4/43	8	75.00
5/11/43	8	75.00
5/18/43	8	75.00
5/25/43	8	75.00

Amount paid this employee in cash for accumulated leave on termination of employment $138.19.

S. K. DAY.

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BLEED THROUGH

167 EXHIBIT 30.

PHILIP J. DINICOLA (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-2-42, Watchman @ $25.00 per week.
2. General change of rate 7-8-42, Watchman @ $30.00 per week.
3. Discharged, lack of work, 3-30-43.

Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/ 7/42	0	17.86
7/14/42	16	30.00
7/21/42	8	30.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	8	30.00
10/27/42	8	30.00
11/ 3/42	8	30.00
11/10/42	8	30.00
11/17/42	8	30.00
11/24/42	8	30.00
12/ 1/42	8	30.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
12/ 5/42	8	30.00
12/15/42	8	30.00
12/22/42	8	30.00
12/29/42	8	30.00
1/ 5/43	8	30.00
1/12/43	8	30.00
1/19/43	8	30.00
1/26/43	8	30.00
2/ 2/43	8	30.00
2/ 9/43	8	30.00
2/16/43	8	30.00
2/23/43	8	30.00
3/ 2/43	8	30.00
3/ 9/43	0	25.00
3/16/43	8	30.00
3/23/43	8	30.00
3/30/43	8	30.00

Amount paid this employee in cash for accumulated leave on termination of employment $55.94.

PHILIP J. DINICOLA.

168 EXHIBIT 31.

JAMES G. DONLEY (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-12-42, Watchman @ $25.00 per week.
2. General Change of Rate 7-8-42, Watchman @ $30.00 per week.
3. Discharged, lack of work, 2-24-43.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	0	14.29
6/23/42	16	25.00

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BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/30/42	16	25.00
7/ 7/42	16	25.00
7/14/42	16	30.00
7/21/42	8	30.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	0	16.25
10/13/42	8	30.00
10/20/42	8	30.00
10/27/42	0	25.00
11/ 3/42	8	30.00
11/10/42	8	30.00
11/17/42	8	30.00
11/24/42	0	30.00
12/ 1/42	8	30.00
12/ 8/42	8	30.00
12/15/42	8	30.00
12/22/42	8	30.00
12/29/42	0	25.00
1/ 5/43	8	25.00
1/12/43	8	30.00
1/19/42	8	30.00
1/26/43	8	30.00
2/ 2/43	8	30.00
2/ 9/43	8	30.00
2/15/43	8	30.00
2/23/43	0	20.00

JAMES G. DONLEY.

169 EXHIBIT 32.

W. W. DOWDLE (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-17-42, Personnel Clerk for Navy, @ $35.00 per week.
2. Transferred to Maintenance & Operations part of contract, 7-8-42.
   Duties: Personnel Clerk for Navy—interviewing and hiring applicants.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/23/42	11	55.66
6/30/42	14	53.38
7/ 7/42	15½	55.34

Amount paid this employee in cash for accumulated leave on termination of employment $96.88.

W. W. DOWDLE.

170 EXHIBIT 33.

EMMETT DUBUISSON (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7/3/42, Jr. Material checker @ $20.00 per week.
2. General Change of Rate, 7-8-42, Jr. Mat. Checker @ $20.00 per week.
3. Change of Rate and Classification, 9/9/42 Timechecker @ $30.00.
4. Change of Rate, Timechecker @ $32.50 per week.
5. Change of Rate, Timechecker @ $35.00 per week.

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BLEED THROUGH

6. Discharged, lack of work, 2-26-43.
Duties: Lines 1 & 2, checking receipt af materials.
Lines 3, 4 & 5, field timechecking.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/ 7/42	0	$24.38
7/14/42	21½	29.17
7/21/42	14½	27.09
7/28/42	7	25.00
8/ 4/42	16½	29.17
8/11/42	20	29.17
8/18/42	19	29.17
8/25/42	8	25.00
9/ 1/42	18	29.17
9/ 8/42	14½	25.00
9/15/42	10½	30.00
9/22/42	17½	35.00
9/29/42	18	35.00
10/ 6/42	7	30.00
10/13/42	8	30.00
10/20/42	8½	32.50
10/27/42	8	32.50
11/ 3/42	8	32.50
11/10/42	8	32.50
11/17/42	8½	32.84
11/24/42	16	40.83
11/ 1/42	8½	37.55
12/ 8/42	9½	36.09
12/15/42	12	37.91
12/22/42	8	35.00
12/29/42	11½	37.55
1/ 5/43	4½	32.45
1/12/43	8	35.00
1/19/43	8	35.00
1/26/43	8	35.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
2/ 2/43	16½	40.83
2/ 9/43	13½	35.36
2/16/43	10	36.46
2/23/43	14	39.38
3/ 3/43	0	22.00

Amount paid this employee in cash for accumulated leave on termination of employment $56.88.

EMMETT DUBUISSON.

171 EXHIBIT 32(A).

W. W. DOWDLE (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Transferred from New Construction part of contract, 7-8-42, Personnel Manager @ $50.00 per week.
2. Change of Rate, 7-22-42, Personnel Manager @ $55.00 per week.
3. Change of Rate & Classification, 8/5/42, Chief Clerk & Personnel Director, @ $75.00 per week.
4. Change of Classification, 11/16/42, Expeditor @ $75.00 per week.
5. Discharged, lack of work, 12/26/42.

   Duties: Lines 1 & 2, Personnel Manager for Contractor; hiring and placing personnel. Line 3, Chief Clerk & Personnel Director; chief clerk to OinC and personnel director of Navy & Contractor's employees. Line 4: after transfer of the then Officer in Charge, subject was transferred to Purchasing Department of Expeditor.

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BLEED THROUGH

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	4½	50.00
7/21/42	26	50.00
7/28/42	25	59.58
8/ 4/42	14½	61.87
8/11/42	17½	75.00
8/18/42	0	75.00
8/25/42	22	62.50
9/ 1/42	25	75.00
9/ 8/42	19	75.00
9/15/42	13	75.00
9/22/42	20½	75.00
9/29/42	17½	75.00
10/ 4/42	0	50.00
10/11/42	16	75.00
10/18/42	17½	75.00
10/25/42	13	75.00
11/ 1/42	10	75.00
11/ 8/42	12½	75.00
11/15/42	0	75.00
11/22/42	16	75.00
11/29/42	9	75.00
12/ 6/42	8	75.00
12/13/42	8	75.00
12/20/42	8	75.00
12/27/42	8	75.00

Amount paid this employee in cash for accumulated leave on termination of employment $96.88.

W. W. DOWDLE.

172 EXHIBIT 34.

LEROY S. DUBUISSON (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-3-42, Material Checker @ $20.00 per week.
2. General Change of Rate, 7-8-42, Jr. Material Checker @ $25.00 per week.
3. Change of Rate & Classification, 9-9-42, Timechecker @ $30.00 per week.
4. Change of Rate, 10-14-42, Timechecker, @ $32.50 per week.
5. Change of Rate, 11/18/42, Timechecker, @ $35.00 per week.
6. Discharged, lack of work, 2-16-43.

Duties: Line 1 and Line 2, checking receipt of material; Line 3, Line 4, and Line 5, field timechecking.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/ 7/42	1	$24.75
7/14/42	21½	29.17
7/21/42	18	29.17
7/28/42	15½	29.17
8/ 4/42	16½	29.17
8/11/42	19½	29.17
8/18/42	19	29.17
8/25/42	9	25.00
9/ 1/42	18	29.17
9/ 8/42	21½	25.00
9/15/42	9	30.00
9/22/42	16	35.00
9/29/42	16	35.00
10/ 6/42	16	35.00
10/13/42	16	35.00

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BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/20/42	16	37.92
10/27/42	16	37.92
11/ 3/42	17	37.92
11/10/42	17	38.59
11/17/42	16	37.92
11/24/42	18	40.83
12/ 1/42	19	40.83
12/ 8/42	21	40.83
12/15/42	16	40.83
12/22/42	16½	40.83
12/29/42	16	40.83
1/ 5/43	16	40.83
1/12/43	16	40.83
1/19/43	19	42.66
1/26/43	33½	45.94
2/ 2/43	24½	45.94
2/ 9/43	24½	45.94
2/16/43	25	47.40

Amount paid this employee in cash for accumulated leave on termination of employment $53.96.

LEROY S. DUBUISSON.

173 EXHIBIT 35.

THOMAS W. EGLOFF (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7/14/42, Accountant @ $50.00 per week.
2. Change of classification 7-8-42, Jr. Accountant @ $50.00 per week.
3. Change of rate, 11-18-42, Assistant Accountant @ $55.00 per week.

4. Discharged, lack of work, 3-9-43.
Duties: General Accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/21/42	17½	$58.33
7/28/42	17	58.33
8/ 4/42	17	58.33
8/11/42	16	58.33
8/18/42	13	56.25
8/25/42	16	58.33
9/ 1/42	16½	58.33
9/ 8/42	16	58.33
9/15/42	16	58.33
9/22/42	14	56.25
9/29/42	16	58.33
10/ 6/42	16	58.33
10/13/42	8	50.00
10/20/42	8	50.00
10/27/42	8	50.00
11/ 3/42	8	50.00
11/10/42	8	50.00
11/17/42	8	50.00
11/24/42	0	27.50
12/ 1/42	11½	63.02
12/ 8/42	15	64.17
12/15/42	16	64.17
12/22/42	16	64.17
12/29/42	0	55.00
1/ 5/43	6½	53.28
1/12/43	12	59.58
1/19/43	8	55.00
1/26/43	8	55.00
2/ 2/43	0	32.08
2/ 9/43	8	55.00
2/16/43	8	55.00

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BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
2/23/43	8	55.00
3/ 2/43	8	55.00
3/ 9/43	8	55.00

Amount paid this employee in cash for accumulated leave on termination of employment $89.37.

THOMAS W. EGLOFF.

174 EXHIBIT 36.

W. L. ERVIN (NEW CONSTRUCTION EMPLOYEE).

1. Hired 9-29-42, Watchman @ $30.00 per week.
2. Discharged, lack of work, 12-23-42.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/ 6/42	8	$30.00
10/13/42	8	30.00
10/20/42	8	30.00
10/27/42	8	30.00
11/ 3/42	8	30.00
11/10/42	8	30.00
11/17/42	8	30.00
11/24/42	8	30.00
12/ 1/42	8	30.00
12/ 8/42	8	30.00
12/15/42	8	30.00
12/22/42	8	30.00

W. L. ERVIN.

175 EXHIBIT 37.

CECIL B. EVERETT (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-15-42, Accountant @ $55.00 per week.
2. General Change of Rate, 7-8-42, Accountant @ $65.00 per week.
3. Change of Classification, 11-18-42, Sr. Accountant @ $65.00 per week.
4. Transferred to Maintenance & Operation part of Contract, 6-29-43.

Duties: General accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/19/42	0	37.82
5/26/42	16	77.69
6/ 2/42	10½	61.19
6/ 9/42	17½	77.69
6/16/42	19	78.72
6/23/42	19½	77.69
6/30/42	25½	80.78
7/ 7/42	31½	80.78
7/14/42	29½	75.83
7/21/42	30	75.83
7/28/42	20	75.83
8/ 4/42	16	75.83
8/11/42	15	75.83
8/18/42	15	75.83
8/25/42	7½	65.00
9/ 1/42	16	75.83
9/ 8/42	16	75.83
9/15/42	15½	75.83
9/22/42	15	75.83
9/29/42	15½	75.83

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BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/ 6/42	12	70.41
10/13/42	8	65.00
10/20/42	15½	75.83
10/27/42	15	75.83
11/ 3/42	15½	75.83
11/10/42	14½	73.80
11/17/42	16	75.83
11/24/42	16½	75.83
12/ 1/42	9	70.42
12/ 8/42	18	77.19
12/15/42	18	77.86
12/22/42	16	75.83
12/29/42	8	65.00
1/ 5 43	8	65.00
1/12/43	12	70.42
1/18/43	8	65.00
1/25/43	16	75.53
2/ 2/43	4	59.58
2/ 9/43	8	65.00
2/16/43	8	65.00
2/23/43	15½	75.16
3/ 2/43	8	65.00
3/ 9/43	4	59.58
3/16/43	8	65.00
3/23/43	8	65.00
3/30/43	8	65.00
4/ 6/43	8	65.00
4/13/43	8	65.00
4/20/43	8	65.00
4/27/43	8	65.00
5/ 4/43	0	37.92
5/11/43	8	65.00
5/18/43	7	63.75
5/25/43	8	65.00
6/ 1/43	8	70.42

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 8/43	11	69.06
6/15/43	4	59.58
6/22/43	0	48.07
66/29/43	4½	60.26

CECIL B. EVERETT.

176 EXHIBIT 38.

CECIL B. EVERETT (MAINTENANCE & OPERATION EMPLOYEE).

1. Transferred from New Construction part of Contract, 6-30-43 Sr. Accountant @ $65.00 per week.
2. Discharged, lack of work, 7-17-43.
   Duties: General accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/ 4/43	0	43.33
7/11/43	4¾	66.02
7/18/43	7	63.65

Amount paid this employee in cash for accumulated leave on termination of employment $190.26.

CECIL B. EVERETT.

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177 EXHIBIT 39.

WALTER N. EVERETT (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-13-42, Accountant @ $55.00 per week.
2. Change of Classification, 7-8-42, Assistant Accountant @ $55.00 per week.
3. Discharged, lack of work, 10-3-42.
   Duties: General accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	0	18.33
7/21/42	18	55.00
7/28/42	30	64.17
8/ 4/42	13½	55.00
8/11/42	10½	55.00
8/18/42	8	55.00
8/25/42	9	55.00
9/ 1/42	8	55.00
9/ 8/42	8	55.00
9/15/42	15½	64.17
9/22/42	8	55.00
9/29/42	16	64.17
10/ 6/42	0	36.67

WALTER N. EVERETT.

178 EXHIBIT 39(A).

ROBERT E. FARISH (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-8-42, Design Engineer @ $85.00 per week.
2. General Change of Rate, 7-8-42, design engineer @ $100.00 per week.
3. Discharged, lack of work, 5-18-43.
   Duties: Prepare design of buildings.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/12/42	0	$82.88
5/19/42	16	134.41
5/26/42	19½	132.82
6/ 2/42	28	132.82
6/ 9/42	26½	129.63
6/16/42	26½	131.22
6/23/42	27	132.82
6/30/42	22	124.32
7/ 7/42	25½	131.22
7/14/42	27	100.00
7/21/42	14½	100.00
7/28/42	16	100.00
8/ 4/42	25	100.00
8/11/42	0	83.33
8/18/42	13	100.00
8/25/42	15½	100.00
9/ 1/42	21½	100.00
9/ 8/42	18½	100.00
9/15/42	15	100.00
9/22/42	25½	100.00
9/29/42	23	100.00
10/ 6/42	15½	100.00
10/13/42	16	100.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
10/20/42	13	100.00
10/27/42	12	100.00
11/ 3/42	22	100.00
11/10/42	20	95.83
11/17/42	20	100.00
11/24/42	8	100.00
12/ 1/42	8	100.00
12/ 8/42	8	100.00
12/15/42	8	100.00
12/22/42	8	100.00
12/29/42	8	100.00
1/ 5/43	8	100.00
1/12/43	8	100.00
1/19/43	8	100.00
1/26/43	8	100.00
2/ 2/43	8	100.00
2/ 9/43	8	100.00
2/16/43	8	100.00
2/23/43	8	100.00
3/ 2/43	8	100.00
3/ 9/43	8	100.00
3/16/43	8	100.00
3/23/43	8	100.00
3/30/43	8	100.00
4/ 6/43	0	83.33
4/13/43	8	100.00
4/20/42	8	100.00
4/27/43	8	100.00
5/ 4/43	8	100.00
5/11/43	8	100.00
5/18/43	8	100.00

Amount paid this employee in cash for accumulated leave on termination of employment $241.14.

ROBERT E. FARISH.

179 EXHIBIT 39(B).

GUY H. FARNHAM (MAINTENANCE & OPERATION EMPLOYEE).

1. Hired 7-10-42, Assistant Coordinator @ $65.00 per week.
2. Discharged, lack of work, 7-25-42.
   Duties: Supervision of general office work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	0	$43.33
7/21/42	15	65.00
7/28/42	0	32.50

GUY H. FARNHAM.

180 EXHIBIT 40.

HARRY C. FIELDS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-20-42, Assistant Accountant @ $55.00 per week.
2. Discharged, 2-9-43, lack of work.
   Duties: General Accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/21/42	0	18.33
7/28/42	23½	64.17

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Week Ending	Hours in Excess of 40	Gross Amount Paid
8/ 4/42	17	64.17
8/11/42	13	55.00
8/18/42	19½	64.17
8/25/42	16	64.17
9/ 1/42	16	64.17
9/ 8/42	16	64.17
9/15/42	16	64.17
9/22/42	15½	64.17
9/29/42	16½	64.17
10/ 6/42	16	64.17
10/13/42	8	55.00
10/20/42	15½	64.17
10/27/42	8	55.00
11/ 3/42	8	55.00
11/10/42	8	55.00
11/17/42	8	55.00
11/24/42	8	55.00
12/ 1/42	4½	55.00
12/ 8/42	16	64.17
12/15/42	16	64.17
12/22/42	8	55.00
12/29/42	0	45.83
1/ 5/43	8	55.00
1/12/43	12	59.59
1/19/43	8	55.00
1/26/43	8	55.00
2/ 2/43	8	55.00
2/ 9/43	8	55.00

Amount paid this employee in cash for accumulated leave on termination of employment $76.77

HARRY C. FIELDS.

181 EXHIBIT 41.

RALPH C. FRAZIER (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-25-42, Asst. Mgr. @ $35.00 per week.
2. Transferred to Maintenance & Operations part of Contract 7-8-42.

Duties: Asst. Traffic Mfg. Advance Base Depot Operations Office.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/30/42	15½	46.12
7/ 7/42	27½	56.33

RALPH C. FRAZIER.

182 EXHIBIT 42.

RALPH C. FRAZIER (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Transferred from New Construction part of Contract, 7-8-42; Assistant Traffic Manager @ $40.00 per week.
2. Promotion, 7-22-42, Assistant Traffic Manager @ $55.00 per week.
3. Promotion & Change of Classification, 9-23-42; Supt. @ $65.00 per week.
4. Discharged, lack of work, 5-22-43.

Duties: Lines 1 & 2, Asst. Traffic Mgr.; Line 3, Supt. of Equipment.

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Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	0	37.50
7/21/42	8½	40.00
7/28/42	10½	45.83
8/ 4/42	9	55.00
8/11/42	12½	55.00
8/18/42	11½	55.00
8/25/42	9½	55.00
9/ 1/42	8	55.00
9/ 8/42	0	45.83
9/15/42	9	55.00
9/22/42	9	55.00
9/29/42	11½	65.00
10/ 4/42	0	43.33
10/11/42	7	62.29
10/18/42	11	65.00
10/25/42	18	75.83
11/ 1/42	8½	65.00
11/ 8/42	13	65.00
11/15/42	8	65.00
11/22/42	8	65.00
11/29/42	8	65.00
12/ 6/42	8½	65.00
12/13/42	8	65.00
12/20/42	8	65.00
12/27/42	0	65.00
1/ 3/43	8	65.00
1/10/43	8¾	65.00
1/17/43	9	65.00
1/24/43	17	73.83
1/31/43	9¼	65.00
2/ 7/43	9¼	65.00
2/14/43	12	65.00
2/21/43	9¼	65.00
2/28/43	10¼	65.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
3/ 7/43	10	65.00
3/14/43	10¼	65.00
3/21/43	11	65.00
3/28/43	11	65.00
4/ 4/43	7¾	64.66
4/11/43	8	65.00
4/18/43	8	65.00
4/25/43	8	65.00
5/ 2/43	8¼	65.00
5/ 9/43	18	86.67
5/16/43	8	65.00
5/23/43	8	65.00

Amount paid this employee in cash for accumulated leave on termination of employment $147.60.

RALPH C. FRAZIER.

183 EXHIBIT 43.

JAMES O. GILES (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Hired 7-30-42, Clerk @ $40.00 per week.
2. Change of Rate & Classification, Assistant Supt. @ $50.00 per week.
3. Discharged, lack of work, 3-29-43.

Duties: Line 1, general clerical work; Line 2, Asst. Supt. Receiving, Warehousing and Checking.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/ 4/42	0	26.67
8/11/42	8	40.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
8/18/42	8	40.00
8/25/42	9	40.00
9/ 1/42	8	40.00
9/ 8/42	8½	40.00
9/15/42	7	40.00
9/22/42	8½	40.00
9/29/42	8½	40.00
10/ 4/42	0	26.67
10/11/42	7	40.00
10/18/42	5	38.33
10/25/42	10	40.00
11/ 1/42	7½	50.00
7/ 8/42	8½	50.00
11/15/42	7½	49.48
11/22/42	8	50.00
11/29/42	4	50.00
12/ 6/42	8	50.00
12/13/42	16	58.33
12/20/42	8	50.00
12/27/42	0	41.67
1/ 3/43	8	50.00
1/10/43	10¼	50.00
1/17/43	9¼	50.00
1/24/43	17	58.33
1/31/43	8	50.00
2/ 7/43	8¼	50.00
2/14/43	10¾	50.00
2/21/43	10	50.00
2/28/43	9½	50.00
3/ 7/43	9¼	50.00
3/14/43	9	50.00
3/21/43	9	50.00
3/28/43	1¼	42.97
4/ 4/43	8	50.00

Amount paid this employee in cash for accumulated leave on termination of employment $83.34.

JAMES O. GILES.

184 EXHIBIT 44.

FLOYD I. GILL (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-11-42, Watchman @ $25.00 per week.
2. General Change of Rate, 7-8-42, Watchman @ $30.00 per week.
3. Discharged, lack of work, 10-16-42.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	0	17.86
6/23/42	8	21.43
6/30/42	16	25.00
7/ 7/42	16	25.00
7/14/42	16	30.00
7/21/42	8	30.00
7/28/42	0	25.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	0	25.00
10/13/42	8	30.00
10/20/42	0	10.00

FLOYD I. GILL.

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185 EXHIBIT 45.

J. G. GLASS.

J. G. GLASS.

186 EXHIBIT 46.

JOHN Z. GLOSS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-18-42, Jr. Accountant, @ $32.50 per week.
2. Change of Classification & Rate, 7-1-42, Chief Navy Timechecker @ $65.00 per week.
3. Transferred to Maintenance & Operations, 5-30-43, Chief Navy Timechecker.

Duties: 5-18-42 to 7-1-42, general accounting work—auditing payrolls, timesheets, etc. 7-1-42 to 5-30-43: 80% of time taking fingerprints and preparing fingerprint charts to be sent to FBI in Washington, 20% of time checking employees and time sheets. (All routine work in connection with above under supervision of the Navy Auditor.)

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/19/42	0	13.00
5/26/42	42½	84.30
6/ 2/42	61	106.84
6/ 9/42	54½	98.92
6/16/42	48	91.00
6/23/42	45	86.74
6/30/42	45	87.34
7/ 7/42	31½	96.59

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	34½	75.83
7/21/42	33	75.83
7/28/42	33½	75.83
8/ 4/42	35½	75.83
8/11/42	24½	75.83
8/18/42	25½	75.83
8/25/42	25½	75.83
9/ 1/42	31½	75.83
9/ 8/42	33	75.83
9/15/42	23	75.83
9/22/42	29	75.83
9/29/42	24	75.83
10/ 6/42	27	75.83
10/13/42	19	75.83
10/20/42	24	75.83
10/27/42	17½	67.70
11/ 3/42	18½	75.83
11/10/42	23½	85.99
11/17/42	23½	85.31
11/24/42	21½	83.28
12/ 1/42	18½	82.60
12/ 8/42	18½	79.22
12/15/42	15½	75.16
12/22/42	18½	79.22
12/29/42	20	81.25
1/ 5/43	19	79.90
1/12/43	20	80.57
1/19/43	18½	79.22
1/26/43	20½	81.93
2/ 2/43	22	83.96
2/ 9/43	21½	83.28
2/16/43	22½	84.64
2/23/43	24	86.67
3/ 2/43	18	78.54
3/ 9/43	17	88.70

POOR COPY–BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
3/16/43	13½	72.45
3/23/43	19½	92.76
3/30/43	12	70.42
4/ 6/43	12½	71.09
4/13/43	11½	69.74
4/20/43	3	58.23
4/27/43	9½	65.00
5/ 4/43	8½	65.00
5/11/43	7½	64.32
5/18/43	10½	68.39
5/25/43	10	67.71
6/ 1/43	0	52.14

JOHN Z. GLOSS.

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EXHIBIT 47.

JOHN Z. GLOSS (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Transferred from New Construction 5-30-43, Chief Navy Timechecker @ $65.00 per week.
2. Change of Rate 10-18-43, $75.00 per week.
   Duties: 50% of time—taking fingerprints and preparing fingerprint charts to be sent to F. B. I., Washington, D. C. 30% of time—taking pictures of employees and making identification buttons from materials received from out of State. 20% of time—checking timesheets. (Routine work in connection with above under supervision of Navy Auditor.)

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 6/43	11¼	75.16
6/13/43	11	69.06
6/20/43	11½	69.74
6/27/43	15¾	74.14
7/ 4/43	27½	105.63
7/11/43	24¼	105.63
7/18/43	33½	113.07
7/25/43	13½	72.45
8/ 1/43	22¼	95.81
8/ 8/43	16	75.88
8/15/43	15½	74.48
8/22/43	11½	69.74
8/29/43	22	65.00
9/ 5/43	13	65.00
9/12/43	11¼	65.00
9/19/43	11¾	65.00
9/26/43	11	65.00
10/ 3/43	17½	65.00
10/10/43	10¼	65.00
10/17/43	12	65.00
10/24/43	12½	75.00
10/31/43	8¼	75.00
11/ 7/43	8½	75.00
11/14/43	11	75.00
11/21/43	9	75.00
11/28/43	10¾	75.00
12/ 5/43	7¼	73.85
12/12/43	10	75.00
12/19/43	9	75.00
12/26/43	4¼	75.00
1/ 2/44	8¾	75.00
1/ 9/44	0	75.00
1/16/44	11	75.00
1/23/44	8	75.00

POOR COPY—BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
1/30/44	12½	74.24
2/ 6/44	12	75.00
2/13/44	9	75.00
2/20/44	33¼	75.00
2/27/44	13¼	75.00
3/ 5/44	7½	74.24
3/12/44	8	75.00
3/19/44	12	75.00
3/26/44	8	75.00
4/ 2/44	8	75.00
4/ 9/44	9¾	75.00
4/16/44	11¾	75.00
4/23/44	12	75.00
4/30/44	9½	75.00
5/ 7/44	8	75.00
5/14/44	30½	75.00
5/21/44	15½	75.00
5/28/44	15¼	75.00
6/ 4/44	14½	75.00
6/11/44	24½	75.00
6/18/44	31½	75.00
6/25/44	31¼	75.00
7/ 2/44	23	75.00
7/ 9/44	9	75.00
7/16/44	16	75.00
7/23/44	8	75.00
7/30/44	11½	75.00
8/ 6/44	20	75.00
8/13/44	12¼	75.00
8/20/44	7½	75.00
8/27/44	18½	75.00
9/ 3/44	15¾	75.00
9/10/44	14¾	75.00
7/17/44	13¼	75.00
9/24/44	20	75.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/ 1/44	23	75.00
10/ 8/44	0	75.00
10/15/44	7½	73.46
10/22/44	8¾	75.00
10/29/44	9¼	75.00
11/ 5/44	16¼	75.00
11/12/44	0	75.00
11/19/44	18¼	75.00

JOHN Z. GLOSS.

188 EXHIBIT 48.

FENER HALL (NEW CONSTRUCTION EMPLOYEE).

1. Hired 11-28-42, Watchman @ $30.00 per week.
2. Discharged, lack of work, 3-12-43.
   Duties: Policing various areas and guarding specific material and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
12/ 1/42	0	15.00
12/ 8/42	8	30.00
12/15/42	8	30.00
12/22/42	8	30.00
12/29/42	8	30.00
1/ 5/43	8	30.00
1/12/43	8	30.00
1/19/43	8	30.00
1/26/43	8	30.00
2/ 2/43	8	30.00
2/ 9/43	8	30.00
2/16/43	8	30.00
2/23/43	8	30.00

POOR COPY—BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
3/ 2/43	8	30.00
3/ 9/43	8	30.00
3/16/43	0	15.00

FENER HALL.

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EXHIBIT 49.

JAMES H. HARROD (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-13-42, Auditor @ $45.00 per week.
2. Change of Rate & Classification, Senior Clerk @ $55.00 per week.
3. Change of Rate & Clasification, Assistant Accountant @ $60.00 per week.
4. Discharged, lack of work, 6-29-43.

Duties: Line 1, payroll auditing; Line 2, general clerical work; Line 3, general accounting.

Paid as follows:

5/19/42	16	51.75
5/26/42	21½	65.25
6/ 2/42	32	65.25
6/ 9/42	42½	68.63
6/16/42	47	71.16
6/23/42	43	72.00
6/30/42	42½	72.00
7/ 7/42	47	72.00
7/14/42	4	45.84
7/21/42	0	36.67
7/28/42	29½	64.17
8/ 4/42	29	64.17
8/11/42	24	64.17

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/18/42	4	48.13
8/25/42	27	64.17
9/ 1/42	24½	64.17
9/ 8/42	20½	61.88
9/15/42	1½	41.25
9/22/42	26	64.17
9/29/42	25½	64.17
10/ 6/42	25½	64.17
10/13/42	15	55.00
10/20/42	23½	64.17
10/27/42	23	64.17
11/ 3/42	22	64.17
11/10/42	23	63.02
11/17/42	25	64.17
11/24/42	25½	69.32
12/ 1/42	22	75.00
12/ 8/42	26½	82.50
12/15/42	27½	82.50
12/22/42	27½	80.00
12/29/42	5	65.00
1/ 5/43	6	57.50
1/12/43	22	73.13
1/19/43	15½	66.88
1/26/43	16	67.50
2/ 2/43	17	68.13
2/ 9/43	16½	68.13
2/16/43	0	23.75
2/23/43	15	68.75
3/ 2/43	11	61.88
3/ 9/43	11	63.13
3/16/43	13½	65.00
3/23/43	10½	63.13
3/30/43	13½	60.00
4/ 6/43	11½	60.00
4/13/43	17	60.00

POOR COPY—BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
4/20/43	12	60.00
4/27/43	11½	60.00
5/ 4/43	10½	60.00
5/11/43	12	60.00
5/18/43	11	60.00
5/25/43	10½	60.00
6/ 1/43	9½	65.00
6/ 8/43	10½	60.00
6/15/43	11	60.00
6/22/43	11	60.00
6/29/43	9½	60.00

Amount paid this employee in cash for accumulated leave on termination of employment $189.38.

JAMES H. HARROD.

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EXHIBIT 50.

THOMAS J. HERRIN (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-14-42, Watchman @ $30.00 per week.
2. Discharged, lack of work, 9/9/42.
3. Rehired 1-7-43, Watchman @ $30.00 per week.
4. Discharged, lack of work, 2-18-43.

Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	0	5.00
7/21/42	8	30.00
7/28/42	8	30.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	6½	28.75
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
Separated		
1/ 2/43	0	25.00
1/19/43	8	30.00
1/26/43	8	30.00
2/ 2/43	8	30.00
2/ 9/43	8	30.00
2/16/43	8	30.00

THOMAS J. HERRIN.

191 EXHIBIT 51.

JACOB H. HENN (NEW CONSTRUCTION EMPLOYEE).

1. Hired 1-6-42, Watchman @ $30.00 per week.
2. Discharged, lack of work, 3-12-43.
   Duties: Policing various areas and guarding specific materials and supplies:

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/10/42	0	20.00
11/17/42	8	30.00
11/24/42	0	25.00
12/ 1/42	8	30.00
12/ 8/42	8	30.00
12/15/42	8	30.00

POOR COPY—BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
12/22/42	8	30.00
12/29/42	8	30.00
1/ 5/43	8	30.00
1/12/43	8	30.00
1/19/43	8	30.00
1/26/43	8	30.00
3/ 2/43	8	30.00
3/ 9/43	8	30.00
3/16/43	0	10.00

JACOB H. HENN.

192

EXHIBIT 52.

WILLIAM R. HENSLEE (NEW CONSTRUCTION EMPLOYEE).

1. Hired 11-13-42, Watchman, @ $30.00 per week.
2. Discharged 3-11-43, lack of work.

Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/17/42	0	20.00
11/24/42	8	30.00
12/ 1/42	8	30.00
12/ 8/42	8	30.00
12/15/42	8	30.00
12/22/42	8	30.00
12/29/42	8	30.00
1/ 5/43	8	30.00
1/12/43	8	30.00
1/19/43	8	30.00
1/26/43	8	30.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
2/ 2/43	0	25.00
2/ 9/43	8	30.00
2/16/43	8	30.00
2/23/43	8	30.00
3/ 2/43	8	30.00
3/ 9/43	8	30.00
3/16/43	0	10.00

WILLIAM R. HENSLEE.

193 EXHIBIT 52(A).

C. E. HOGUE (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-4-42, Supt. Motor Pool, @ $65.00 per week.
2. General Change of Rate, 7-8-42, Supt. of Motor Pool @ $75.00 per week.
3. Transferred, 1-4-43, to Maintenance & Operation part of Contract.

Duties: In charge of chauffeurs and vehicles, transportation pool.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/ 5/42	0	$26.00
5/12/42	8	75.97
5/19/42	9	75.97
5/26/42	24	104.00
6/ 2/42	20	104.00
6/ 9/42	21½	102.78
6/16/42	48½	104.00
6/23/42	53	104.00
6/30/42	40	104.00
7/ 7/42	31½	104.00

POOR COPY—BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	31½	75.00
7/21/42	21	75.00
7/28/42	21	75.00
8/ 4/42	32	75.00
8/11/42	15	75.00
8/18/42	10	71.88
8/25/42	22	75.00
9/ 1/42	34	75.00
9/ 8/42	28	75.00
9/15/42	27½	75.00
9/22/42	16½	75.00
9/29/42	12½	75.00
10/ 6/42	16	75.00
10/13/42	12	75.00
10/20/42	14	75.00
10/27/42	12½	75.00
11/ 3/42	23	75.00
11/10/42	18½	75.00
11/17/42	8	75.00
11/24/42	8	75.00
12/ 1/42	8	75.00
12/ 8/42	8	75.00
12/15/42	8	75.00
12/22/42	8	75.00
12/29/42	8	75.00
1/ 5/43	0	50.00

Amount paid this employee in cash for accumulated leave on termination of employment $143.75.

C. E. HOGUE.

194 EXHIBIT 52(B).

C. E. HOGUE (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Transferred, 1-4-43, from New Construction part of Contract, Supt. of Motor, Pool, @ $75.00 per week.
2. Discharged, 5-15-43, lack of work.
   Duties: In charge of chauffeurs and vehicles, transportation pool.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
1/10/43	19	$75.00
1/17/43	16¾	75.00
1/24/43	16½	75.00
1/31/43	8	75.00
2/ 7/43	8	75.00
2/14/43	0	43.75
2/21/43	9½	75.00
2/28/43	14½	75.00
3/ 7/43	8½	75.00
3/14/43	10½	75.00
3/21/43	8	75.00
3/28/43	8	75.00
4/ 4/43	8	75.00
4/11/43	10½	75.00
4/18/43	0	75.00
4/25/43	11½	75.00
5/ 2/43	8	75.00
5/ 9/43	17	75.00
5/16/43	8	75.00

Amount paid this employee in cash for accumulated leave on termination of employment $143.75.

C. E. HOGUE.

POOR COPY—BLEED THROUGH

195

EXHIBIT 53.

ANDREW B. HOLDEN, SR. (NEW CONSTRUCTION EMPLOYEE).

1. Hired 8-19-42, Material Checker @ $35.00 per week.
2. Discharged, lack of work, 10-14-42.
3. Rehired, 11-24-42, Equipment Time Checker @ $35.00 per week.
4. Discharged, lack of work, 1-16-43.

Duties: Line 1, checking receipt of material; Line 3, checking time on rented equipment.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/25/42	0	29.17
9/ 1/42	7	35.00
9/ 8/42	0	17.50
9/15/42	7	33.54
9/22/42	0	5.83
9/29/42	0	5.83
10/ 6/42	0	29.16
10/13/42	15	40.83
10/20/42	0	00.00
Separated		
11/24/42	0	5.83
12/ 1/42	14	32.08
12/ 8/42	15½	40.47
12/15/42	9	35.73
12/22/42	14	39.38
12/29/42	4	32.08
1/ 5/43	14	39.38
1/12/43	0	39.38
1/19/43	0	24.79

ANDREW B. HOLDER, SR.

196

EXHIBIT 54.

ROBERT H. HOLZ (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-18-42, Building Inspector @ $45.00 per week.
2. Change of Rate & Classification 12-17-42, Chief Bldg. Inspector @ $55.00 per week.
3. Discharged, lack of work, 2-23-43.
   Duties: Building Inspector.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/21/42	0	15.00
7/28/42	11	45.00
8/ 4/42	11	45.00
8/11/42	11	45.00
8/18/42	11	45.00
8/25/42	12½	45.00
9/ 1/42	13	45.00
9/ 8/42	11	45.00
9/15/42	7½	43.13
9/22/42	21	52.50
9/29/42	11	45.00
10/ 6/42	11½	45.00
10/13/42	11½	45.00
10/20/42	11	45.00
10/27/42	11½	45.00
11/ 3/42	14	45.00
11/10/42	11½	45.00
11/17/42	10½	46.88
11/24/42	19½	55.78
12/ 1/42	12½	47.81
12/ 8/42	12½	49.69
12/15/42	14	50.16
12/22/42	14	60.00

POOR COPY—BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
12/29/42	13	59.58
1/ 5/43	14½	61.87
1/12/43	14	61.87
1/19/43	23	72.19
1/26/43	14	61.87
2/ 2/43	23	72.19
2/ 9/43	14	61.87
2/16/43	14	61.87
2/23/43	14	61.87

Amount paid this employee in cash for accumulated leave on termination of employment $82.50.

ROBERT H. HOLZ.

197 EXHIBIT 54(A).

DAVID H. HOVEY (NEW CONSTRUCTION EMPLOYEE).

1. Hired, 6-18-42, Designer @ $70.00 per week.
2. Change of rate & classification, Design Engineer @ $85.00 per week, 7-8-42.
3. Discharged, lack of work, 6-15-43.
   Duties: Electrical design engineer.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/23/42	30½	$98.00
6/30/42	34½	112.00
7/ 7/42	32½	110.69
7/14/42	18	85.00
7/21/42	25	70.84
7/28/42	16	85.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/ 4/42	14½	85.00
8/11/42	17½	85.00
8/18/42	14½	85.00
8/25/42	10	85.00
9/ 1/42	14½	85.00
9/ 8/42	13	85.00
9/15/42	14	85.00
9/22/42	25½	85.00
9/29/42	14½	85.00
10/ 6/42	15	85.00
10/13/42	12½	85.00
10/20/42	12½	85.00
10/27/42	12½	85.00
11/ 3/42	18½	85.00
11/10/42	12½	85.00
11/17/42	15½	85.00
11/24/42	8	85.00
12/ 1/42	8	85.00
12/ 8/42	8	85.00
12/15/42	8	85.00
12/22/42	8	85.00
12/29/42	8	85.00
1/ 5/43	8	85.00
1/12/42	8	85.00
1/19/43	8	85.00
1/26/43	8	85.00
2/ 2/43	8	85.00
2/ 9/43	8	85.00
2/16/43	8	85.00
2/23/43	8	85.00
3/ 2/43	8	85.00
3/ 9/43	8	85.00
3/16/43	8	85.00
3/23/43	8	85.00
3/30/43	8	85.00
4/ 6/43	8	85.00

POOR COPY-BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
4/13/43	8	85.00
4/20/43	8	85.00
4/27/43	8	85.00
5/ 4/43	8	85.00
5/11/43	8	85.00
5/18/43	8	85.00
5/25/43	8	85.00
6/ 1/43	8	85.00
6/ 8/43	8	85.00
6/15/43	8	85.00

Amount paid this employee in cash for accumulated leave on termination of employment $210.72.

DAVID H. HOVEY.

198 EXHIBIT 55.

JOHN HOWARD (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-11-42, Watchman @ $25.00 per week.
2. General Change of Rate, 7-8-42, Watchman @ $30.00 per week.
3. Discharged, lack of work, 4-13-43.
   Duties: Policing various areas and guarding specific materials & supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	0	16.07
6/23/42	16	25.00
6/30/42	8	25.00
7/ 7/42	16	25.00
7/14/42	16	30.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/21/42	8	30.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	8	30.00
10/27/42	0	25.00
11/ 3/42	8	30.00
11/10/42	8	30.00
11/17/42	8	30.00
11/24/42	8	30.00
12/ 1/42	7	30.00
12/ 8/42	8	30.00
12/15/42	8	30.00
12/22/42	8	30.00
12/29/42	7½	29.69
1/ 5/43	7½	30.00
1/12/43	0	25.00
1/19/42	8	30.00
1/26/42	8	30.00
2/ 2/43	8	30.00
2/ 9/43	0	23.75
2/16/43	8	30.00
2/23/43	6	28.75
3/ 2/43	8	30.00
3/ 9/43	8	30.00
3/16/43	8	30.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
3/23/43	8	30.00
3/30/43	8	30.00
4/ 6/43	8	30.00
4/13/43	8	30.00

Amount paid this employee in cash for accumulated leave on termination of employment $68.13.

JOHN HOWARD.

199

EXHIBIT 55(A).

CHARLES R. JENKS (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Hired 1-14-42, Special Assistant @ $90.00 per week.
2. Discharged, lack of work, 5-15-43.
   Duties: Special Asst. to Gen'l. Mgr., assisting in Field Operations.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/22/42	16	$90.00
11/29/42	16	90.00
12/ 6/42	8	90.00
12/13/42	8	90.00
12/20/42	8	90.00
12/27/42	8	90.00
1/ 3/43	8	90.00
1/10/43	8	90.00
1/17/43	8	90.00
1/24/43	8	90.00
1/31/43	8	90.00
2/ 7/43	8	90.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
2/14/43	8	90.00
2/21/43	8	90.00
2/28/43	0	45.00
3/ 7/43	8	90.00
3/14/43	8	90.00
3/21/43	8	90.00
3/28/43	8	90.00
4/ 4/43	8	90.00
4/11/43	8	90.00
4/18/43	8	90.00
4/25/43	8	90.00
5/ 2/43	8	90.00
5/ 9/43	8	90.00
5/15/43	8	90.00

Amount paid this employee in cash for accumulated leave on termination of employment $112.50.

CHARLES R. JENKS.

200 EXHIBIT 56.

DENTON B. JORDAN (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-23-42, Sr. Clerk @ $40.00 per week.
2. Change of Rate & Classification 7-8-42, Jr. Acct. @ 45.00 per week.
3. Discharged, lack of work, 9-5-42.

Duties: Line 1, general clerical work; line 2, general accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/23/42	0	3.00
6/30/42	26½	59.50
7/ 7/42	23	50.75

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Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	14	45.00
7/21/42	0	30.00
7/28/42	0	30.00
8/ 4/42	14	45.00
8/11/42	14	45.00
8/18/42	14	45.00
8/25/42	14	45.00
9/ 1/42	5	37.50

DENTON B. JORDAN.

201 EXHIBIT 56(A).

WILLIAM W. KEELER (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-10-42, Engineer @ $65.00 per week.
2. General Change of Rate, 7-8-42, Engineer @ $65.00 per week.
3. Discharged, lack of work, 2-16-43.
   Duties: Field & Office engineer (utilities).

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	23½	$88.13
6/23/42	26½	87.00
6/30/42	26	87.00
7/ 7/42	20	85.88
7/14/42	21	75.83
7/21/42	19½	75.83
7/28/42	19½	75.83
8/ 4/42	19½	75 83
8/11/42	19½	75.83
8/18/42	11	65.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/25/42	11	65.00
9/ 1/42	19½	75.83
9/ 8/42	19½	75.83
9/15/42	19½	75.83
9/22/42	11	65.00
9/29/42	19½	75.83
10/ 6/42	19½	75.83
10/13/42	11	65.00
10/20/42	11	65.00
10/27/42	11	65.00
11/ 3/42	11	65.00
11/10/42	20½	75.83
11/17/42	20	81.25
11/24/42	20	81.93
12/ 1/42	14	73.13
12/ 8/42	5	60.94
12/15/42	16	75.83
12/22/42	14	73.13
12/29/42	13	71.77
1/ 5/43	23	85.31
1/12/43	14	73.13
1/19/43	14	73.13
1/26/43	14	73.13
2/ 2/43	14	73.13
2/ 9/43	14	73.13
2/16/43	14	73.13

Amount paid this employee in cash for accumulated leave on termination of employment $111.04.

WILLIAM W. KEELER.

202

EXHIBIT 57.

LAWRENCE KILDAY, JR. (NEW CONSTRUCTION EMPLOYEE).

1. Hired, 5-28-42, Timechecker @ $22.50 per week.
2. Change of Rate and Classification, 6-24-42, Timekeeper @ $25.00.
3. General Change of Rate, 7-8-42, Timekeeper @ $30.00 per week.
4. Discharged, lack of work, 9-12-42.

Duties: Line 1, Field timechecking. Lines 2 & 3, Field timekeeping.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 2/42	17	30.66
6/ 9/42	33	35.16
6/16/42	37½	35.16
6/23/42	39½	35.58
6/30/42	32	40.00
7/ 7/42	34	40.00
7/14/42	34	35.00
7/21/42	26½	35.00
7/28/42	24	35.00
8/ 4/42	22	35.00
8/11/42	25½	35.00
8/18/42	22½	35.00
8/25/42	27½	35.00
9/ 1/42	34½	35.00
9/ 8/42	16½	30.00
9/15/42	0	18.75

LAWRENCE KILDAY, JR.

203

EXHIBIT 58.

PAUL W. KILLINGER (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-2-42, Accountant @ $50.00 per week.
2. General Change of Rate 7-8-42, Assistant Accountant @ $55.00 per week.
3. Promotion 11-25-42, Assistant Accountant @ $60.00 per week.
4. Discharged, lack of work, 5-18-43.
   Duties: General accounting work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/ 7/42	9	53.44
7/14/42	29½	64.17
7/21/42	18	55.00
7/28/42	16	59.59
8/ 4/42	16½	64.17
8/11/42	15½	64.17
8/18/42	13	61.87
8/25/42	16½	64.17
9/ 1/42	16½	64.17
9/ 8/42	16	64.17
9/15/42	14	61.87
9/22/42	15½	64.17
9/29/42	16	64.17
10/ 6/42	16	64.17
10/13/42	8	55.00
10/20/42	15½	64.17
10/27/42	15½	64.17
11/ 3/42	15½	64.17
11/10/42	14½	62.44
11/17/42	16	64.17
11/24/42	16	64.17

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Week Ending	Hours in Excess of 40	Gross Amount Paid
12/ 1/42	12½	70.00
12/ 8/42	16	70.00
12/15/42	4	55.00
12/22/42	16	70.00
12/29/42	0	60.00
1/ 5/42	0	40.00
1/12/42	8½	60.63
1/19/42	8	60.00
1/26/42	8	60.00
2/ 2/42	0	50.00
2/ 9/42	8	60.00
2/16/42	8	60.00
2/23/42	0	40.00
3/ 2/42	8	60.00
3/ 9/42	8	60.00
3/16/43	8	60.00
3/23/43	8	60.00
3/30/43	8	60.00
4/ 6/43	8	60.00
4/13/43	8	60.00
4/20/43	8	60.00
4/27/43	8	60.00
5/ 4/43	8	60.00
5/11/43	8	60.00
5/18/43	8	60.00

Amount paid this employee in cash for accumulated leave on termination of employment $122.19.

PAUL W. KILLINGER.

204

EXHIBIT 59.

EDWARD E. KING (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-18-42, Navy Timechecker @ $25.00 per week.
2. Promotion 7-1-42, Navy Timechecker @ $30.00 per week.
3. General Change of Rate, 7-8-42, Navy Timechecker @ $35.00.
4. Promotion 8-5-42, Navy Timechecker @ $40.00 per week.
5. Discharged, lack of work, 1-5-43.
   Duties: Field Timechecking.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/23/42	20½	46.25
6/30/42	30	53.13
7/ 7/42	24	57.00
7/14/42	14½	35.00
7/21/42	23	40.83
7/28/42	5	29.17
8/ 4/42	14½	35.00
8/11/42	15½	40.00
8/18/42	22	46.67
8/25/42	18½	43.34
9/ 1/42	10	40.00
9/ 8/42	10	40.00
9/15/42	8	40.00
9/22/42	8	40.00
9/29/42	0	26.67
10/ 6/42	0	33.33
10/13/42	8	40.00
10/20/42	5	36.67
10/27/42	8	40.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/ 3/42	4	36.67
11/10/42	8	40.00
11/17/42	8	40.00
11/24/42	0	33.33
12/ 1/42	0	26.67
12/ 8/42	6½	38.75
12/15/42	8	40.00
12/22/42	8	40.00
12/29/42	0	33.33
1/ 5/43	0	33.33

Amount paid this employee in cash for accumulated leave on termination of employment $55.00.

EDWARD E. KING.

205

EXHIBIT 60.

JOSEPH C. KING (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-25-42, Supply Clerk @ $30.00 per week.
2. General Change of Rate 7-8-42; changed to Senior Bldg. Inspector @ $40.00 per week.
3. Change of Classification & Promotion 7-8-42, R. R. Inspector at $50.00 per week.
4. Discharged, lack of work, 1-26-43.

Duties: Miscellaneous clerical work and railroad construction inspector.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/26/42	0	13.69
6/ 2/42	50	86.25

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 9/42	51	87.38
6/16/42	44½	80.06
6/23/42	32	57.13
6/30/42	40	63.75
7/ 7/42	24	57.00
7/14/42	24	58.33
7/21/42	23	58.33
7/28/42	23	58.33
8/ 4/42	23	58.33
8/11/42	22½	58.33
8/18/42	23	58.33
8/25/42	13	50.00
9/ 1/42	23	58.33
9/ 8/42	23½	58.33
9/15/42	23	58.33
9/22/42	22	58.33
9/29/42	23½	58.33
10/ 6/42	22½	58.33
10/13/42	21½	58.33
10/20/42	22½	58.33
10/27/42	21½	58.33
11/ 3/42	12	50.00
11/10/42	12	53.13
11/17/42	8½	50.00
11/24/42	16	58.33
12/ 1/42	7	50.00
12/ 8/42	12	51.56
12/15/42	9	51.04
12/22/42	10	52.08
12/29/42	8	50.00
1/ 5/43	8	50.00
1/12/43	8	50.00
1/19/43	16	58.33
1/26/43	8	50.00

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Amount paid this employee in cash for accumulated leave on termination of employment $83.34.

JOSEPH C. KING.

206 EXHIBIT 61.

R. W. KYZAR (NEW CONSTRUCTION EMPLOYEE).

1. Hired 9-8-42, Timekeeper @ $30.00 per week.
2. Change of Rate, 11-4-42, Timekeeper @ $35.00 per week.
3. Discharged, lack of work, 3-9-43.
   Duties: Field Timekeeping.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/ 8/42	0	5.00
9/15/42	15½	28.75
9/22/42	28	35.00
9/29/42	17	30.00
10/ 6/42	22	35.00
10/13/42	16½	30.00
10/20/42	25	35.00
10/27/42	14½	30.00
11/ 3/42	15½	30.00
11/10/42	17½	35.00
11/17/42	33	51.04
11/24/42	34	50.31
12/ 1/42	32½	51.04
12/ 8/42	23¾	46.30
12/15/42	19	43.02
12/22/42	30½	51.04
12/29/42	5½	32.45
1/ 5/43	18½	39.38

Week Ending	Hours in Excess of 40	Gross Amount Paid
1/12/43	14	39.38
1/19/43	12½	36.46
1/26/43	7½	32.81
2/ 2/43	25	45.94
2/10/43	14	39.38
2/17/43	14	39.38
2/23/43	15½	40.10
3/ 2/43	2½	30.99
3/ 9/43	11	37.19

Amount paid this employee in cash for accumulated leave on termination of employment $43.75.

R. W. KYZAR.

207 EXHIBIT 62.

FERDINAND J. LADNER (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Hired 8-4-42, Timechecker @ $35.00 per week.
2. Transferred, 9-8-42, to New Construction part of Contract as Navy Timechecker.
   Duties: Field Timechecking.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/ 4/42	0	5.83
8/11/42	22	37.37
8/18/42	12	35.00
8/25/42	8½	35.00
9/ 1/42	9	35.00
9/ 8/42	8	35.00

FERDINAND J. LADNER.

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208 EXHIBIT 63.

FERDINAND J. LADNER (NEW CONSTRUCTION EMPLOYEE).

1. Transferred, 9-9-42, from Maintenance & Operations part of contract; Classification changed to Navy Timechecker @ $35.00 per week.
2. Change of Rate 11-18-42, Navy Timechecker @ $40.00 per week.
3. Discharged, lack of work, 2-16-43.
   Duties: Field timechecking for the Navy.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/15/42	9	35.00
9/22/42	21	40.83
9/29/42	8	35.00
10/ 6/42	8	35.00
10/13/42	0	21.87
10/20/42	11	35.00
10/27/42	7½	35.00
11/ 3/42	10½	35.00
11/10/42	0	23.33
11/17/42	15	40.47
11/24/42	19½	49.58
12/ 1/42	19	47.92
12/ 8/42	11½	42.92
12/15/42	11½	42.92
12/22/42	0	28.33
12/29/42	0	15.42
1/ 5/43	22½	52.08
1/12/43	12½	43.75
1/19/43	16	46.67
1/26/43	16	46.67
2/ 2/43	16	40.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
2/ 9/43	0	33.33
2/16/43	22½	51.67

Amount paid this employee in cash for accumulated leave on termination of employment $53.33.

FERDINAND J. LADNER.

209 EXHIBIT 64.

LEON M. LADNIER (NEW CONSTRUCTION EMPLOYEE).

1. Hired 8-29-42, Equipment Timechecker, @ $30.00 per week.
2. Change of Rate, 10-28-42, @ $35.00 per week.
3. Discharged, lack of work, 4-10-43.
   Duties: Checking time on rented equipment.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/ 1/42	0	10.00
9/ 8/42	8½	30.00
9/15/42	16	35.00
9/22/42	16	35.00
9/29/42	15	35.00
10/ 6/42	4½	27.50
10/13/42	16	35.00
10/20/42	16	35.00
10/27/42	7	30.00
11/ 3/42	8	35.00
11/10/42	7	34.27
11/17/42	8	35.00
11/24/42	8	35.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
12/ 1/42	8	35.00
12/ 8/42	8½	35.00
12/15/42	10	37.19
12/22/42	16½	41.20
12/29/42	8	38.65
1/ 5/43	5½	32.81
1/12/43	14	39.58
1/19/43	23	45.94
1/26/43	23	45.94
2/ 2/43	23	45.94
2/ 9/43	23	45.94
2/16/43	22	45.21
2/23/43	23	45.94
3/ 2/43	16	40.83
3/ 9/43	8	35.00
3/16/43	8	35.00
3/23/43	8	35.00
3/30/43	10	36.46
4/ 6/43	8	35.00
4/13/43	0	23.33
4/20/43	A. L. 48 hrs.	35.00
4/27/43	A. L.	7.29

LEON M. LADNIER.

210 EXHIBIT 65.

LEONARD C. LARSEN (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-8-42, Clerk @ $35.00 per week.
2. General Change of Rate, 7-8-42, Clerk, @ $30.00 per week.

3. Discharged, lack of work, 2-16-43.
Duties: General Clerical work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	25½	54.03
6/23/42	29	55.34
6/30/42	29½	54.69
7/ 7/42	24	53.38
7/14/42	24	46.67
7/21/42	25	46.67
7/28/42	24½	46.67
8/ 4/42	24½	46.67
8/11/42	23½	46.67
8/18/42	23	46.67
8/25/42	23	46.67
9/ 1/42	33½	46.67
9/ 8/42	5½	33.33
9/15/42	14	40.00
9/22/42	23	46.67
9/29/42	4½	33.33
10/ 6/42	9	26.67
10/13/42	14	40.00
10/20/42	14	40.00
10/27/42	20	46.67
11/ 3/42	3½	33.33
11/10/42	19½	46.67
11/17/42	11	40.00
11/24/42	19½	46.67
12/ 1/42	18½	51.67
12/ 8/42	19	45.00
12/15/42	14	45.00
12/22/42	23	52.50
12/29/42	9½	40.00
1/ 5/43	8	40.00
1/12/43	8	40.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
1/19/43	16	46.67
1/26/43	8	40.00
2/ 2/43	0	13.13
2/ 9/43	0	33.33
2/16/43	8	40.00

Amount paid this employee in cash for accumulated leave on termination of employment $69.17.

LEONARD C. LARSEN.

211 EXHIBIT 66.

JOE LEE, JR.

JOE LEE, JR.

212 EXHIBIT 67.

ROBERT LEETON (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-1-42, Watchman, @ $25.00 per week.
2. General Change of Rate, 7-8-42; changed to Watchman @ $30.00 per week.
3. Promotion, 11-11-42, to Foreman Watchman @ $45.00 per week.
4. Discharged, lack of work, 3-17-43.

Duties: Lines 1 & 2, miscellaneous guard duties, policing various areas and guarding specific materials & supplies; Line 3, Foreman of activities described in lines 1 & 2.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 2/42	0	7.14
6/ 9/42	16	25.00
6/16/42	16	25.00
6/23/42	16	25.00
6/30/42	16	25.00
7/ 7/42	16	25.00
7/14/42	16	30.00
7/21/42	8	30.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	8	30.00
10/27/42	8	30.00
11/ 3/42	8	30.00
11/10/42	8	30.00
11/17/42	16	52.50
11/24/42	16	52.50
12/ 1/42	16	52.50
12/ 8/42	16	52.50
12/15/42	16	52.50
12/22/42	16	52.50
12/29/42	18	52.50
1/ 5/43	16	52.50
1/12/43	16	52.50
1/19/43	16	52.50

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Week Ending	Hours in Excess of 40	Gross Amount Paid
1/26/43	16	52.50
2/ 2/43	16	52.50
2/ 9/43	16	52.50
2/16/43	16	52.50
2/23/43	16	52.50
3/ 2/43	16	52.50
3/ 9/43	16	60.00
3/16/43	16	60.00
3/23/43	0	7.50

Amount paid this employee in cash for accumulated leave on termination of employment $89.06.

ROBERT LEETON.

213 EXHIBIT 68.

CHARLES A. LELONG (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-1-42, Timekeeper, @ 22.50 per week.
2. Promotion, 6-24-42, Timekeeper, @ $25.00 per week.
3. General Change of Rate, 7-8-42; changed to Timekeeper @ $30.00 per week.
4. Promotion & Change of Classification, 11-4-42; Timechecker @ $35.00 per week.
5. Discharged, lack of work, 2-12-43.

Duties: Lines 1, 2 & 3, Field Timekeeping; Line 4, Field Timechecking.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 2/42	0	9.00
6/ 9/42	23½	32.63

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	31	38.16
6/23/42	41	35.58
6/30/42	42½	40.00
7/ 7/42	17½	30.63
7/14/42	19½	30.00
7/21/42	18½	30.00
7/28/42	18	30.00
8/ 4/42	19½	30.00
8/11/42	18	30.00
8/18/42	17	30.00
8/25/42	16	30.00
9/ 1/42	18½	30.00
9/ 8/42	18½	30.00
9/15/42	4½	23.75
9/22/42	30	35.00
9/29/42	17	30.00
10/ 6/42	17½	28.75
10/13/42	17½	30.00
10/20/42	18½	30.00
10/27/42	29	33.75
11/ 3/42	16½	30.00
11/10/42	22	35.00
11/17/42	17	41.56
11/24/42	20	42.66
12/ 1/42	10	36.46
12/ 8/42	19	43.02
12/15/42	23½	45.94
12/22/42	3	31.36
12/29/42	14	38.65
1/ 5/43	17	39.38
1/12/43	14	38.65
1/19/43	26½	45.57
1/26/43	12½	36.09
2/ 2/43	26	45.94
2/ 9/43	18	39.38
2/16/43	0	19.69

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Amount paid this employee in cash for accumulated leave on termination of employment $61.25.

CHARLES A. LELONG.

214 EXHIBIT 69.

WILFRED STEPHEN LOCKYER (NEW CONSTRUCTION EMPLOYEE).

1. Hired, 10/7/42, Draftsman @ $60.00 per week.
2. Change of Rate, 11-4-42, Draftsman @ $70.00 per week.
3. Transferred to Maintenance & Operations part of Contract, 3/9/43.

Duties: Draftsman's work, various building and road plans.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/13/42	8	50.00
10/20/42	8	60.00
10/27/42	8	60.00
11/ 3/42	9½	60.00
11/10/42	9	70.00
11/17/42	14	75.83
11/24/42	12	74.37
12/ 1/42	0	58.33
12/ 8/42	8	70.00
12/15/42	0	35.00
12/22/42	9½	72.19
12/29/42	1½	32.19
1/ 5/43	7½	69.27
1/12/43	12½	76.46
1/19/43	1	59.79

Week Ending	Hours in Excess of 40	Gross Amount Paid
1/26/43	0	58.33
2/ 2/43	½	59.06
2/ 9/43	15½	80.94
2/16/43	15	80.21
2/23/43	15	80.21
3/ 2/43	14½	39.48
3/ 9/43	8	70.00

WILFRED STEPHEN LOCKYER.

215 EXHIBIT 70.

WILFRED STEPHEN LOCKYER (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Transferred from New Construction part of Contract, 3-9-43, Draftsman @ $70.00 per week.
2. Discharged, lack of work, 6-12-43.
   Duties: Draftsman's work, various building and road plans.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
3/14/43	0	56.14
3/21/43	6½	70.00
3/28/43	8¼	70.00
4/ 4/43	8	70.00
4/11/43	8	70.00
4/18/43	6	67.08
4/25/43	8	70.00
5/ 2/43	8	70.00
5/ 9/43	8	70.00
5/16/43	0	46.67
5/23/43	0	00.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
5/30/43	0	00.00
6/ 6/43	8	75.83
6/13/43	8	70.00

Amount paid this employee in cash for accumulated leave on termination of employment $119.58.

WILFRED STEPHEN LOCKYER.

216 EXHIBIT 71.

C. V. McCALL (NEW CONSTRUCTION EMPLOYEE).

1. Hired, 5-27-42, Senior Clerk @ $40.00 per week.
2. Change of Rate & Classification 7-8-42, Material Checker @ $35.00 per week.
3. Change of Rate & Classification, 7-29-42, Senior Clerk @ $45.00 per week.
4. Discharged, lack of work, 10-24-42.
5. Rehired 11/18/42, Senior Clerk @ $45.00 per week.
6. Discharged, lack of work, 2-26-43.

Duties: Lines 1, 3 & 5, general clerical work; Line 2, checking receipt of materials.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 2/42	16	60.25
6/ 9/42	18	60.25
6/16/42	26½	60.25
6/23/42	27½	59.50
6/30/42	26½	59 50
7/ 7/42	20½	58.75
7/14/42	20	40.83
7/21/42	19½	40.83

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/28/42	19½	40.83
8/ 4/42	19	52.50
8/11/42	11½	45.00
8/18/42	20	52.50
8/25/42	11½	45.00
9/ 1/42	20½	52.50
9/ 8/42	23½	52.50
9/15/42	0	30.00
9/22/42	2½	37.50
9/29/42	0	00.00
10/ 6/42	0	17.50
10/13/42	19½	52.50
10/20/42	8½	45.00
10/27/42	0	22.50
Separated		
11/24/42	18½	52.97
12/ 1/42	22	58.13
12/ 8/42	14	50.63
12/15/42	14	50.63
12/22/42	14	50.63
12/29/42	0	24.38
1/ 5/43	0	33.75
1/12/43	13	49.69
1/19/43	19½	55.78
1/26/43	19½	55.78
2/ 2/43	11	47.81
2/ 9/43	10	45.00
2/16/43	1	38.44
2/23/43	0	15.00
3/ 2/43	0	7.50

C. V. McCALL.

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217 EXHIBIT 72.

HERVEY JEROME McQUIRTER (NEW CONSTRUCTION EMPLOYEE).

1. Hired 8-7-42, Clerk: $25.00 per week.
2. Discharged 10-13-42, lack of work.
3. Hired 11-30-42, Clerk @ $35.00 per week.
4. Discharged, lack of work, 1-1-43.
   Duties: General clerical work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/11/42	0	16.67
8/18/42	7½	25.00
8/25/42	10½	25.00
9/ 1/42	17	29.17
9/ 8/42	16½	29.17
9/15/42	10	25.00
9/22/42	10	25.00
9/29/42	½	20.83
10/ 6/42	8½	25.00
10/13/42	6½	23.95
Separated		
12/ 1/42	0	13.85
12/ 8/42	25	47.40
12/15/42	13	38.65
12/22/42	17	41.56
12/29/42	2	32.08
1/ 5/43	0	5.83

HERVEY JEROME McQUIRTER.

218 EXHIBIT 73.

HERVEY JEROME McQUIRTER (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Hired 10-14-42, Blue Print Operator @ $35.00 per week.
2. Discharged 10-21-42.
3. Rehired 11-3-42. Blue Print Operator @ $35.00 per week.
4. Discharged, lack of work, 11-29-42.
   Duties: Blue Print Operator.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/18/42	0	23.33
10/25/42	0	14.58
Separated		
11/ 8/42	8	35.00
11/15/42	15½	40.47
11/22/42	16½	46.67
11/29/42	14	41.56

HERVEY JEROME McQUIRTER.

219 EXHIBIT 74.

HERVEY McQUIRTER (NEW CONSTRUCTION EMPLOYEE).

1. Hired 8-3-42, Assistant Accountant @ $550.00 per week.
2. Promotion 11-25-42, Assistant Accountant @ $60.00 per week.

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3. Discharged 5-25-43, lack of work.
Duties: General Accounting Work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/ 4/42	0	18.33
4/11/42	17	64.17
8/18/42	16	64.17
8/25/42	16	64.17
9/ 1/42	16	64.17
9/ 8/42	16	64.17
9/15/42	16	64.17
9/22/42	15½	64.17
9/29/42	16	64.17
10/ 6/42	16	64.17
10/13/42	7½	55.00
10/20/42	16	64.17
10/27/42	16	64.17
11/ 3/42	9	55.00
11/10/42	16	64.17
11/17/42	16½	64.17
11/24/42	16	64.17
12/ 1/42	13½	70.00
12/ 8/42	16½	70.63
12/15/42	18	71.88
12/22/42	20	76.25
12/29/42	1½	61.25
1/ 5/43	8	60.00
1/12/43	14½	67.50
1/19/43	8	60.00
1/26/43	8	60.00
2/ 2/43	8	60.00
2/ 9/43	8	60.00
2/16/43	8	60.00
2/23/43	8	60.00
3/ 2/43	8	60.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
3/ 9/43	8	60.00
3/16/43	8	60.00
3/23/43	8	60.00
3/30/43	8	60.00
4/ 6/43	8	60.00
4/13/43	8	60.00
4/20/43	8	60.00
4/27/43	8	60.00
5/ 4/43	8	60.00
5/11/43	8	60.00
5/18/43	8½	60.00
5/25/43	8	60.00

Amount paid this employee in cash for accumulated leave on termination of employment $121.88.

HERVEY McQUIRTER.

220 EXHIBIT 75.

OWEN A. MALLEY (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-5-42, Timechecker @ $30.00 per week.
2. General Change of Rate, 7-8-42, Timechecker @ $35.00 per week.
3. Change of Rate, 7-22-42, Timechecker @ $40.00 per week.
4. Discharged, lack of work, 9-30-42.
   Duties: Filed Timechecking.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/ 5/42	0	7.13
5/12/42	14	45.75

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Week Ending	Hours in Excess of 40	Gross Amount Paid
5/19/42	14	45.75
5/ 2/42	34½	68.82
6/ 2/42	39	73.88
6/ 9/42	38½	73.32
6/16/42	40	74.44
6/23/42	40	75.00
6/30/42	41	76.13
7/ 7/42	31½	63.19
7/14/42	15½	35.00
7/21/42	28	40.83
7/28/42	23½	46.67
8/ 4/42	28	46.67
8/11/42	26½	46.67
8/18/42	24½	46.67
8/25/42	25½	46.67
9/ 1/42	26½	466.7
9/ 8/42	27½	46.67
9/15/42	26	46.67
9/22/42	25½	46.67
9/29/42	16½	40.00
10/ 6/42	0	6.67

OWEN A. MALLEY (NEW CONSTRUCTION EMPLOYEE).

221 EXHIBIT 76.

J. E. MEEK (NEW CONSTRUCTION EMPLOYEE).

1. Hired 9-7-42, Timechecker, @ $30.00 per week.
2. Change of Rate, 11-4-42, Timechecker @ $35.00 per week.

3. Discharged, lack of work, 4/10/43.
Duties: Field Timechecking.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/ 8/42	0	5.00
9/15/42	13½	28.75
9/22/42	28	35.00
9/29/42	14	28.75
10/ 6/42	15½	28.75
10/13/42	12½	28.75
10/20/42	13½	30.00
10/27/42	15½	30.00
11/ 3/42	14½	28.75
11/10/42	16	35.00
11/17/42	14½	39.74
11/24/42	25½	47.76
12/ 1/42	7½	34.64
12/ 8/42	17	41.56
12/15/42	17½	41.93
12/22/42	17½	41.93
12/29/42	0	32.45
1/ 5/43	16	39.38
1/12/43	14½	39.38
1/19/43	23	45.94
1/26/43	13	37.92
2/ 2/43	24½	45.94
2/ 9/43	14	39.38
2/16/43	14	38.65
2/23/43	7½	32.81
3/ 2/43	11	37.19
3/ 9/43	11	37.19
3/16/43	11½	37.19
3/23/43	11	37.19
3/30/43	11	37.19
4/ 6/43	11	37.19

Week Ending	Hours in Excess of 40	Gross Amount Paid
4/14/43	0	23.33
4/20/43	Annual Leave	35.00
4/27	Annual Leave	5.10

J. E. MEEK.

222 EXHIBIT 77.

JOHN W. MEEK.

JOHN W. MEEK.

223 EXHIBIT 78.

JOSEPH W. MIMS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 11-6-42, Timechecker @ 35.00 per week.
2. Discharged, lack of work, 2-12-43.
   Duties: Field timechecking.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/10/42	0	16.77
11/17/42	15	40.11
11/24/42	28½	49.95
12/ 1/42	17	41.56
12/ 8/42	20	43.75
12/15/42	20½	43.75
12/22/42	20	43.75
12/29/42	5	32.81
1/ 5/43	18	39.38
1/12/43	6	32.81

Week Ending	Hours in Excess of 40	Gross Amount Paid
1/19/43	14½	39.37
1/26/43	17	39.38
2/ 2/43	7½	32.81
2/ 9/43	17	39.38
2/16/43	0	19.69

JOSEPH H. MIMS.

224 EXHIBIT 79.

THOMAS L. MOON (MAINTENANCE & OPERATION EMPLOYEE).

1. Hired 9-24-42, Bookkeeper @ $30.00 per week.
2. Discharged, lack of work, 11-28-42.
3. Rehired, 4-3-43, Chauffeur @ $25.00 per week.
4. Change of Rate & Classification; hourly basis 4-26-43 to 5-24-43.
5. Change of Classification & Rate 5-24-33; Storekeeper (Sr.) @ $45.00 per week.
6. Discharged, lack of work, 8-28-43.

Duties: Line 1, general clerical work; Line 3, chauffeur in Motor Pool; Line 5, receiving and storing materials & supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/29/42	0	25.00
10/ 4/42	0	20.00
10/11/42	0	25.00
10/18/42	7¾	30.00
10/25/42	0	17.50
11/ 1/42	0	12.50
11/ 8/42	5	28.75

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/15/42	6	28.44
11/22/42	⅓	25.00
11/29/42	0	17.50
Separated		
4/ 3/43	0	11.20
4/11/43	8	25.00
4/18/43	8	25.00
4/25/43	8	25.00
Changed to Hourly Rate		
5/30/43	8	45.00
6/ 6/43	18½	58.59
6/13/43	6	43.13
6/20/43	8¼	45.00
6/27/43	7	44.06
7/ 4/43	8	45.00
7/11/43	0	31.88
7/18/43	0	35.63
7/25/43	4	41.25
8/ 1/43	0	37.50
8/ 8/43	0	35.86
8/15/43	0	33.75
8/22/43	0	6.56

THOMAS L. MOON.

225 EXHIBIT 79(A).

SAM MOODY (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-13-42, Lumber Expeditor @ $55.00 per week.
2. General Change of Rate, 7-8-42, Lumber Expeditor @ $55.00 per week.

3. Transferred to Maintenance & Operation part of Contract, 9/8/42.
   Duties: Expedite shipment of lumber.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	0	$46.75
6/23/42	12½	70.47
6/30/42	17½	79.75
7/ 7/42	16	77.69
7/14/42	12	65.00
7/21/42	8	60.00
7/28/42	8	60.00
8/ 4/42	8	60.00
8/11/42	8½	60.00
8/18/42	8	60.00
8/25/42	8	60.00
9/ 1/42	8	60.00
9/ 8/42	8	60.00

Amount paid this employee in cash for accumulated leave on termination of employment $53.75.

SAM MOODY.

226 EXHIBIT 79(B).

SAM MOODY (MAINTENANCE & OPERATION EMPLOYEE).

1. Transferred from New Construction part of Contract 9-9-42, Expeditor @ $50.00 per week.
2. Change of Rate, 9-23-42, Expeditor @ $60.00 per week.

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3. Discharged, 1-3-43, lack of work.
Duties: Expedite shipment of lumber.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/15/42	18½	50.00
9/22/42	13	41.66
9/29/42	10½	60.00
10/ 4/42	0	40.00
10/11/42	10	60.00
10/18/42	½	50.00
10/25/42	10	60.00
11/ 1/42	9	60.00
11/ 8/42	10½	60.00
11/15/42	8	60.00
11/22/42	8	60.00
11/29/42	17½	70.63
12/ 6/42	8½	78.75
12/13/42	16	75.00
12/20/42	8	70.00
12/27/42	0	60.63
1/ 3/43	0	60.00

Amount paid this employee in cash for accumulated leave on termination of employment $53.75.

SAM MOODY.

227 EXHIBIT 80.

WALTER D. MOORE (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-8-42, Clerk @ $30.00 per week.
2. Transferred 9-15-42 to Maintenance & Operation part of Contract.
   Duties: General Clerical work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	8	30.00
7/21/42	16	35.00
7/28/42	9	30.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00

WALTER D. MOORE.

228 EXHIBIT 81.

WALTER D. MOORE (MAINTENANCE & OPERATION EMPLOYEE).

1. Transferred from New Construction part of payroll 9-16-42; Accountant @ $35.00 per week.
2. Promotion, 10-19-42, Accountant @ $40.00 per week.

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3.. Discharged, lack of work, 1-13-43.
Duties: General accounting work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/22/42	19½	35.00
9/29/42	11	35.00
10/ 4/42	0	23.33
10/11/42	8	35.00
10/18/42	13	37.92
10/25/42	8	40.00
11/ 1/42	8	40.00
11/ 8/42	8	40.00
11/15/42	8	40.00
11/22/42	12½	43.75
11/29/42	8	40.00
12/ 6/42	8	40.00
12/13/42	8	40.00
12/20/42	8	40.00
12/27/42	0	40.00
1/ 3/43	8	40.00
1/10/43	8½	40.00
1/17/43	8	40.00

WALTER D. MOORE.

229 EXHIBIT 82.

GEORGE E. MORSE (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-22-42, Rodman @ $30.00 per week.
2. General Change of Rate, 7-8-42, Rodman @ $40.00.

3. Discharged, lack of work, 8-26-42.
Duties : Rodman for Survey party.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/26/42	2	24.88
6/ 2/42	18	46.88
6/ 9/42	17½	46.32
6/16/42	23	45.75
6/23/42	17	35.63
6/30/42	26	41.32
7/ 7/42	11	35.63
7/14/42	11	40.00
7/21/42	11	40.00
7/28/42	2½	33.33
8/ 4/42	2½	33.33
8/11/42	½	31.67
8/18/42	11	40.00
8/25/42	2½	33.33

GEORGE E. MORSE.

230 EXHIBIT 83.

STANDFORD E. MORSE, JR. (NEW CONSTRUCTION EMPLOYEE).

2. Hired 5-22-42, Rodman @ $30.00 per week.
2. General Change of Rate, 7-8-42, Rodman @ $40.00 per week.
3. Discharged, lack of work, 8-26-42.
Duties: Rodman for Survey party.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/26/42	2	34.88

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Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 2/42	18	46.88
6/ 9/42	17½	46.32
6/16/42	23	46.32
6/23/42	16½	35.63
6/30/42	0	18.00
7/ 7/42	2½	29.63
7/14/42	11	40.00
7/21/42	19½	46.67
7/28/42	2½	33.33
8/ 4/42	2½	33.33
8/11/42	2½	33.33
8/18/42	11	40.00
8/25/42	2½	33.33

STANFORD E. MORSE, JR.

231 EXHIBIT 84.

EUGENE M. MURPHY, JR. (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-19-42, Paymaster @ $55.00 per week.
2. General Change of Rate, 7-8-42; changed to Paymaster @ $65.00 per week.
3. Classification changed, 11-18-42, to Senior Accountant @ $65.00 per week.
4. Discharged, lack of work, 6-28-43.

Duties: Lines 1 & 2, those of Paymaster; line 3, General Accounting Work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/19/42	0	11.00
5/26/42	21½	79.75
6/ 2/42	27½	69.44

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 9/42	40½	78.72
6/16/42	42	77.69
6/23/42	46	78.72
6/30/42	49½	82.84
7/ 7/42	50½	85.94
7/14/42	40½	75.83
7/21/42	31	75.83
7/28/42	31½	75.83
8/ 4/42	28½	75.83
8/11/42	23½	75.83
8/18/42	20	75.83
8/25/42	20	75.83
9/ 1/42	15½	75.83
9/ 8/42	15	75.83
9/15/42	15	75.83
9/22/42	15	75.83
9/29/42	15	75.83
10/ 6/42	15	75.83
10/13/42	15	75.83
10/20/42	15	75.83
10/27/42	15	75.83
11/ 3/42	15½	75.83
11/10/42	15	74.48
11/17/42	16	75.83
11/24/42	16	75.83
12/ 1/42	12½	75.83
12/ 8/42	17	75.83
12/15/42	16	75.83
12/22/42	20	81.25
12/29/42	7½	64.32
1/ 5/43	8	65.00
1/12/43	13	71.77
1/19/43	9	65.66
1/26/43	18½	79.22
2/ 2/43	10½	68.39

Week Ending	Hours in Excess of 40	Gross Amount Paid
2/ 9/43	10½	68.39
2/16/43	10½	68.39
2/23/43	16	75.83
3/ 2/43	0	46.04
3/ 9/43	8	65.00
3/16/43	8	65.00
3/23/43	8	65.00
3/30/43	0	47.40
4/ 6/43	0	43.33
4/13/43	0	43.33
4/20/43	0	54.17
4/27/43	8	65.00
5/ 4/43	8	65.00
5/11/43	8	65.00
5/18/43	8	65.00
5/25/43	8	65.00
6/ 1/43	9½	70.42
6/ 8/43	8	65.00
6/15/43	8½	65.00
6/22/43	6	60.94
6/29/43	8	65.00

Amount paid this employee in cash for accumulated leave on termination of employment $137.45.

EUGENE M. MURPHY, JR.

232 EXHIBIT 85.

CLAYTON H. MYERS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-14-42, Guard @ $30.00 per week.
2. Discharged, lack of work, 1-4-43.

3. Rehired, 1-18-43, Guard @ $30.00 per week.
4. Discharged, lack of work, 3-30-43.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/21/42	10	30.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	8	25.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	16	35.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	10	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	8	30.00
10/27/42	8	30.00
11/ 3/42	8	30.00
11/10/42	8	30.00
11/17/42	8	30.00
11/24/42	8	30.00
12/ 1/42	8	30.00
12/ 8/42	8	30.00
12/15/42	8	30.00
12/22/42	0	0
12/29/42	0	10.00
1/ 5/43	8	30.00
Separated		
1/19/43	0	10.00
1/26/43	16	30.00
2/ 2/43	8	30.00

2/ 9/43	8	30.00
2/16/43	8	30.00
2/23/43	8	30.00
3/ 2/43	8	30.00
3/ 9/43	8	30.00
3/16/43	8	30.00
3/24/43	8	30.00
3/30/43	8	30.00

CLAYTON H. MYERS.

233 EXHIBIT 86.

DOUGLAS W. NASH (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-13-42, Accountant @ $6.00 per week.
2. Change of Classification, 7-8-42, Assistant Accountant @ $60.00 per week.
3. Discharged, lack of work, 3-23-43.
   Duties: General accounting work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	0	20.00
7/21/42	31	70.00
7/28/42	2	40.00
8/ 4/42	23	70.00
8/11/42	14	60.00
8/18/42	10½	60.00
8/25/42	9	60.00
9/ 1/42	16	70.00
9/ 8/42	16	70.00
9/15/42	16	70.00
9/22/42	15½	70.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/29/42	15½	70.00
10/ 6/42	16	70.00
10/13/42	8	60.00
10/20/42	16	70.00
10/27/42	8	60.00
11/ 3/42	8	60.00
11/10/42	8	60.00
11/17/42	8	60.00
11/24/42	8	60.00
12/ 1/42	5	60.00
12/ 8/42	16	70.00
12/15/42	16	70.00
12/22/42	8	60.00
12/29/42	8	60.00
1/ 5/43	8	60.00
1/12/43	12	65.00
1/19/43	8	60.00
1/26/43	8	60.00
2/ 2/43	8	60.00
2/ 9/43	8	60.00
2/16/43	8	60.00
2/23/43	6	57.50
3/ 2/43	8	60.00
3/ 9/43	8	60.00
3/16/43	8	60.00
3/23/43	8	60.00

Amount paid this employee in cash for accumulated leave on termination of employment $104.38.

DOUGLAS W. NASH.

234 EXHIBIT 87.

MILTON J. NECAISE (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-15-42, Watchman @ $25.00 per week.
2. General Change of Rate, 7-8-42, Watchman @ $30.00 per week.
3. Discharged, lack of work, 8-5-42.
   Duties: Policing various areas and guarding specific Materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	0	7.14
6/23/42	16	25.00
6/30/42	8	21.43
7/ 7/42	16	25.00
7/14/42	13½	30.00
7/21/42	8	30.00
7/28/42	4½	27.50
8/ 4/42	3½	27.50
8/11/42	0	2.50

MILTON J. NECAISE.

235 EXHIBIT 88.

CLYDE A. NETTO (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6/16/42, Timekeeper @ $2.50 per week.
2. Change of Rate, 6-24-42, Timekeeper @ $25.00 per week.
3. General Change of Rate, 7-8-42, Timekeeper @ $30.00 per week.

4. Change of Rate, 11-4-42, Timekeeper @ $35.00 per week.
5. Discharged, lack of work, 2-2-43.
   Duties: Field timekeeping.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	0	4.50
6/23/42	39	35.58
6/30/42	31	35.32
7/ 7/42	18½	30.63
7/14/42	12½	30.00
7/21/42	16	30.00
7/28/42	18	30.00
8/ 4/42	18	30.00
8/11/42	12	27.50
8/18/42	17	30.00
8/25/42	15	30.00
9/ 1/42	7½	25.00
9/ 8/42	11½	28.75
9/15/42	17	30.00
9/22/42	27	35.00
9/29/42	12½	28.75
10/ 6/42	13	30.00
10/13/42	12½	27.50
10/20/42	13½	28.75
10/27/42	28	33.75
11/ 3/42	15½	28.75
11/10/42	9	29.17
11/17/42	16	40.83
11/24/42	29	50.31
12/ 1/42	9	35.36
12/ 8/42	20	43.75
12/15/42	20½	43.75
12/22/42	17½	41.93
12/29/42	5	32.81

Week Ending	Hours in Excess of 40	Gross Amount Paid
1/ 4/43	0	19.69
1/12/43	14½	39.38
1/19/43	16½	39.01
1/26/43	13½	37.19
2/ 2/43	11	36.09

Amount paid this employee in cash for accumulated leave on termination of employment $51.05.

CLYDE A. NETTO.

236 EXHIBIT 89.

WERLIEN J. NIOLET (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-24-42, Timekeeper @ $25.00 per week.
2. General Change of Rate, 7-8-42, Timekeeper @ $30.00 per week.
3. Change of Rate 11-4-42, Timekeeper @ $35.00 per week.
4. Discharge, lack of work, 2-3-43.
   Duties: Field Timekeeping.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/30/42	28½	40.00
7/ 7/42	14	30.53
7/14/42	10½	25.00
7/21/42	9	25.00
7/28/42	17½	30.00
8/ 4/42	17	30.00
8/11/42	26½	30.00
8/18/42	18	30.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/25/42	17½	30.00
9/ 1/42	18½	30.00
9/ 8/42	17	30.00
9/15/42	14	30.00
9/22/42	17	30.00
9/29/42	15½	30.00
10/ 6/42	16	30.00
10/13/42	13	30.00
10/20/42	14½	30.00
10/27/42	13	28.75
11/ 3/42	12	28.75
11/10/42	15	34.64
11/17/42	14	39.38
11/24/42	14	39.38
12/ 1/42	18	42.29
12/ 8/42	17	41.56
12/15/42	17½	41.93
12/22/42	7½	34.64
12/29/42	6	33.18
1/ 5/43	6½	32.81
1/12/43	14	39.01
1/19/43	23	45.94
1/26/43	13½	39.01
2/ 2/43	14	39.38
2/ 9/43	0	6.56

Amount paid this employee in cash for accumulated leave on termination of employment $51.05.

WERLIEN J. NIOLET.

237 EXHIBIT 90.

ROBERT M. NORWOOD (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-13-42, Blue Print Operator @ $35.00 per week.
2. Discharged, lack of work, 10-20-42.
   Duties: Blue Print Operator.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	0	8.33
7/21/42	8½	22.92
7/28/42	26½	40.83
8/ 4/42	20	37.92
8/11/42	12½	35.00
8/18/42	20½	40.83
8/25/42	10½	35.00
9/ 1/42	21½	40.83
9/ 8/42	20½	40.83
9/15/42	0	00.00
9/22/42	0	00.00
9/29/42	0	00.00
10/ 6/42	0	00.00
10/13/42	0	00.00
10/20/42	0	00.00

ROBERT M. NORWOOD.

238 EXHIBIT 91.

JOHN W. O'BRYANT (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-25-42, Watchman @ $25.00 per week.
2. General Change of Rate, 7-8-42, Watchman @ $30.00 per week.
3. Discharged, lack of work, 10-19-42.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/26/42	0	7.14
6/ 2/42	16	25.00
6/ 9/42	16	25.00
6/16/42	16	25.00
6/23/42	16	25.00
6/30/42	16	25.00
7/ 7/42	16	26.00
7/14/42	16	30.00
7/21/42	0	20.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	25.00
10/20/42	0	25.00

JOHN W. O'BRYANT (New Construction Employee).

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239 EXHIBIT 92.

HERBERT PAIGE (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-27-42, Watchman @ $25.00 per week.
2. General Change of Rate, 7-8-42, Watchman @ $30.00 per week.
3. Discharged, lack of work, 9-9-42.
4. Rehired, 9-21-42, Watchman @ $30.00 per week.
5. Discharged, lack of work, 10-19-42.
6. Hired, 1-16-42, Watchman @ $30.00 per week.
7. Discharged, 12-14-42, lack of work.

Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 2/42	8	21.43
6/ 9/42	16	25.00
6/16/42	16	25.00
6/23/42	16	25.00
6/30/42	16	25.00
7/ 7/42	8	21.43
7/14/42	0	25.00
7/21/42	8	30.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	0	10.00
Separated 9/22/42	0	10.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	0	25.00
Separated		
11/17/42	0	8.75
11/24/42	8	30.00
12/ 1/42	16	30.00
12/ 8/42	0	30.00
12/15/42	0	14.06

HERBERT PAIGE.

240 EXHIBIT 93.

J. WARREN PATTERSON (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-24-42, Timechecker @ $22.50 per week.
2. Discharged, lack of work, 6-7-42.
3. Rehired 6-8-42, Junior Clerk @ $22.50 per week.
4. Discharged, lack of work, 8-11-42.

Duties: Line 1, Field Timechecking; Line 3, General Clerical Work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/26/42	0	9.00
6/ 2/42	25	35.16
6/ 9/42	8	24.47
Separated		
6/ 9/42	0	5.91
6/16/42	0	6.75

J. WARREN PATTERSON.

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241 EXHIBIT 94.

JOHN E. PEARSON (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-11-42, Engineer @ $65.00 per week.
2. Change of Rate & Classification, 6-21-42, Draftsman @ $70.00 per week.
3. General Change of Rate, 7-8-42, Draftsman @ $85.00 per week.
4. Transferred to Maintenance & Operations part of contract, 3-9-43.

Duties: Line 1, civil engineering; Lines 2 & 3, Chief Draftsman, building plans.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/12/42	0	26.00
5/19/42	16	110.00
5/26/42	17	111.32
6/ 2/42	14	84.50
6/ 9/42	24½	99.13
6/16/42	32½	99.13
6/23/42	29½	99.13
6/30/42	29½	112.00
7/ 7/42	28½	110.69
7/14/42	19	85.00
7/21/42	26½	85.00
7/28/42	25	85.00
8/ 4/42	22½	85.00
8/11/42	23	85.00
8/18/42	15½	85.00
8/25/42	12½	85.00
9/ 1/42	12½	85.00
9/ 8/42	14	85.00
9/15/42	13½	85.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/22/42	13	85.00
9/29/42	13½	85.00
10/ 6/42	15	85.00
10/13/42	10	85.00
10/20/42	13½	85.00
10/27/42	12½	85.00
11/ 3/42	19	85.00
11/10/42	15	85.00
11/17/42	10	70.83
11/24/42	9½	85.00
12/ 1/42	8	85.00
12/ 8/42	8	85.00
12/15/42	8	85.00
12/22/42	8	85.00
12/29/42	8	85.00
1/ 5/43	8	85.00
1/12/43	8	85.00
1/19/43	8	85.00
1/26/43	8	85.00
2/ 2/43	8	85.00
2/ 9/43	0	70.83
2/16/43	8	85.00
2/23/43	8	85.00
3/ 2/43	8	85.00
3/ 9/43	8	85.00

JOHN E. PEARSON.

242 EXHIBIT 95.

JOHN E. PEARSON (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Transferred from New Construction part of contract, 3-9-42, Draftsman @ $85.00 per week.
2. Discharged, lack of work, 6-29-43.
   Duties: Chief Draftsman, building plans.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
3/14/43	0	56.67
3/21/43	8	85.00
3/28/43	8	85.00
4/ 4/43	8	85.00
4/11/43	8	85.00
4/18/43	8	85.00
4/25/43	8	85.00
5/ 2/43	8	85.00
5/ 9/43	0	70.83
5/16/43	8	85.00
5/24/43	0	70.80
5/30/43	4	77.92
6/ 6/43	8	85.00
6/13/43	8	77.92
6/20/43	8	85.00
6/27/43	0	85.00
7/ 4/43	0	70.83

Amount paid this employee in cash for accumulated leave on termination of employment $241.28.

JOHN E. PEARSON.

243 EXHIBIT 96.

JOHN E. PENTECOST (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-4-42, Timekeeper, @ $22.50 per week.
2. Promotion 6-24-42, Timekeeper @ $25.00 per week.
3. General Change of Rate 7-8-42; changed to Timekeeper @ $30.00 per week.
4. Discharged, lack of work, 9-4-42.
5. Rehired, 9-7-42, Timekeeper @ $30.00 per week.
6. Promotion & Change of Classification 11-4-42, Timechecker @ $40.00 per week.
7. Change of Classification 12/29/42, Senior Clerk @ $40.00 per week.
8. Discharged, lack of work, 4/10/43.

Duties: Lines 1, 2, 3 & 5, Field Timekeeping; Line 6, Field Timechecking; Line 7, general clerical work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 9/42	0	15.75
6/16/42	30	35.16
6/23/42	35½	34.74
6/30/42	42½	40.00
7/ 7/42	29	39.53
7/14/42	20	30.00
7/21/42	19½	30.00
7/28/42	27½	35.00
8/ 4/42	19	30.00
8/11/42	17½	30.00
8/18/42	18	30.00
8/25/42	15	30.00
9/ 1/42	17½	30.00
9/ 8/42	0	22.50

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/15/42	24½	35.00
9/22/42	23½	35.00
9/29/42	22	35.00
10/ 6/42	24½	35.00
10/13/42	24½	35.00
10/20/42	24½	35.00
10/27/42	24½	35.00
11/ 3/42	22	35.00
11/10/42	26	46.67
11/17/42	23½	52.50
11/24/42	30	58.53
12/ 1/42	29½	57.92
12/ 8/42	22½	56.25
12/15/42	30	58.33
12/22/42	30	58.33
12/29/42	14½	44.17
1/ 5/43	26	52.50
1/12/43	23	52.50
1/19/43	14	45.00
1/26/43	26½	52.50
2/ 2/43	26½	52.50
2/ 9/43	27	52.50
2/16/43	25½	52.50
2/23/43	25½	52.50
3/ 2/43	19	49.17
3/ 9/43	11	42.50
3/16/43	12	42.50
3/23/43	11	42.50
3/30/43	12½	43.75
4/ 6/43	16½	47.08
4/13/43	0	30.42

Amount paid this employee in cash for accumulated leave on termination of employment $59.16.

JOHN P. PENTECOST.

244 EXHIBIT 97.

JOHN B. PRICE (NEW CONSTRUCTION).

1. Hired 12-2-42, Timechecker @ $35.00 per week.
2. Discharged, 1-19-43, lack of work.
   Duties: Field timechecking.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
12/ 8/42	0	27.71
12/15/42	23	45.57
12/22/42	24½	46.30
12/29/42	13	38.65
1/ 5/43	19	43.02
1/12/43	8	35.00
1/19/43	16	40.83

JOHN B. PRICE.

245 EXHIBIT 98.

HARRY R. PROUT (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7/21/42, Watchman @ $30.00 per week.
2. Discharged, lack of work 3-30-43.
3. Rehired 5-20-43, Chauffeur @ $25.00 per week.
4. Changed to hourly basis.
   Duties: Line 1, policing various areas and guarding specific materials and supplies: line 3, Chauffeur in Motor Pool.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	0	0
8/18/42	0	0

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Week Ending	Hours in Excess of 40	Gross Amount Paid
8/25/42	0	0
9/ 1/42	8	30.00
9/ 8/42	16	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	8	30.00
10/27/42	8	30.00
11/ 3/42	8	30.00
11/10/42	8	30.00
11/17/42	8	30.00
11/24/42	8	30.00
12/ 1/42	8	30.00
12/ 8/42	8	30.00
12/15/42	8	30.00
12/22/42	8	30.00
12/29/42	8	30.00
1/ 5/43	8	30.00
1/12/43	8	30.00
1/19/43	8	30.00
1/26/43	8	30.00
2/ 2/43	8	30.00
2/ 9/43	8	30.00
2/16/43	8	30.00
2/23/43	8	30.00
3/ 2/43	8	30.00
3/ 9/43	8	30.00
3/16/43	8	30.00
3/30/43	8	30.00
5/23/43	0	16.67
5/30/43	0	25.00
6/ 6/43	8	27.08
6/13/43	8	25.00
6/20/43	7	24.48

Amount paid this employee in cash for accumulated leave on termination of employment $51.88.

HARRY R. PROUT.

246 EXHIBIT 99.

FREDERICK F. PROUT (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-24-42, Watchman @ $25.00 per week.
2. General Change of Rate, 7-8-42, Watchman @ $30.00 per week.
3. Discharged, lack of work, 1-5-43.

Duties: Policing various areas and guarding specific materials & supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/30/42	16	25.00
7/ 7/42	16	25.00
7/14/42	16	30.00
7/21/42	8	30.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
10/20/42	0	10.00
10/27/42	8	30.00
11/ 3/42	8	30.00
11/10/42	8	30.00
11/17/42	8	30.00
11/24/42	8	30.00
12/ 1/42	8	30.00
12/ 8/42	8	30.00
12/15/42	8	30.00
12/22/42	8	30.00
12/29/42	8	30.00
1/ 5/43	8	30.00

FREDERICK F. PROUT.

247 EXHIBIT 100.

FREDERICK F. PROUT (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Hired 4-3-43, Chauffeur @ $25.00 per week.
2. Changed to Hourly Rate, 5-24-43.
   Duties: Chauffeur for Motor Pool.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
4/ 4/43	0	11.46
4/11/43	8	25.00
4/18/43	8	25.00
4/25/43	8	25.00
5/ 2/43	8	25.00
5/ 9/43	17	34.37
5/16/43	8¼	25.00
5/23/43	8	25.00
5/30/43	0	4.25

Amount paid this employee in cash for accumulated leave on termination of employment $40.00.

FREDERICK F. PROUT.

248 EXHIBIT 101.

GERALD R. REARICK (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-29-42, Timekeeper @ $30.00 per week.
2. Change of Rate, 11-4-42, Timekeeper @ $35.00 per week.
3. Discharged, lack of work, 3-30-43.

Duties: Field timekeeping.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/ 4/42	10½	25.00
8/11/42	28	35.00
8/18/42	27	35.00
8/25/42	18	30.00
9/ 1/42	28½	35.00
9/ 8/42	9	15.00
9/15/42	2½	23.75
9/22/42	27	35.00
9/29/42	27½	35.00
10/ 6/42	14	30.00
10/13/42	27½	35.00
10/20/42	27½	35.00
10/27/42	14½	30.00
11/ 3/42	24½	35.00
11/10/42	25½	40.83
11/17/42	27½	48.85
11/24/42	28½	49.95

POOR COPY-BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
12/ 1/42	33½	51.04
12/ 8/42	30½	50.68
12/15/42	29½	50.68
12/22/42	20	43.75
12/29/42	13½	38.28
1/ 5/43	16	39.38
1/12/43	12	37.19
1/19/43	14½	39.37
1/26/43	27½	45.94
2/ 2/43	26½	45.94
2/ 9/43	27	45.94
2/16/43	25	45.94
2/23/43	25½	45.94
3/ 2/43	19½	43.39
3/ 9/43	11	37.19
3/16/43	11	37.19
3/23/43	0	26.25
3/30/43	12	37.19

GERALD R. REARICK.

249 EXHIBIT 102.

GERALD R. REARICK (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Hired 4-10-43, Jr., Storekeeper @ $35.00 per week.
2. Change of Rate & Classification, 5-24-43, Storekeeper (Sr.) @ $45.00 per week.

Duties: Receiving and storing materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/11/43	0	5.64
4/18/43	10¼	35.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
4/25/43	9¼	35.00
5/ 2/43	9½	35.00
5/ 9/43	9½	35.00
5/16/43	9	35.00
5/23/43	9¼	35.73
5/30/43	9	45.00
6/ 6/43	8	48.75
6/13/43	11½	48.28
6/20/43	8	45.00
6/27/43	8	45.00
7/ 4/43	4	41.25
7/11/43	8	48.75
7/18/43	8	45.00
7/25/43	8	45.00
8/ 1/43	8	45.00
8/ 8/43	4	42.66
8/15/43	8	45.00
8/22/43	8	45.00

After 8/22/43 this employee paid at rate of time and one half time for all hours in excess of 40.

Amount paid this employee in cash for accumulated leave on termination of employment $169.10.

GERALD R. REARICK.

250 EXHIBIT 102(A).

BERT L. ROBERTS (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Hired 3-9-43, Accountant (Assistant) @ $55.00 per week.

POOR COPY—BLEED THROUGH

2. Change of Rate 12-13-43, Accountant (Senior) @ $60.00 per week.
3. Transferred 8-1-44, from Contract NOy5528 to Contract NOy10651.
4. Active 8-30-45.
   Duties: Accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
3/14/43	0	$36.95
3/21/43	6½	53.28
3/28/43	8	55.00
4/ 4/43	4	50.42
4/11/43	0	55.00
(Above wk. includes 2 days A. L.)		
4/18/43	8	55.00
4/25/43	8	55.00
5/ 2/43	4½	50.42
5/ 9/43	8	55.00
5/16/43	4	50.42
5/23/43	4	50.60
5/30/43	7¼	54.14
6/ 6/43	4	55.00
6/13/43	0	45.83
6/20/43	0	45.83
6/27/43	0	45.83
7/ 4/43	4	50.42
7/11/43	0	00.00
7/18/43	0	00.00
7/25/43	0	00.00
8/ 1/43	0	00.00
8/ 8/43	0	27.50
8/15/43	8	55.00
8/22/43	8	55.00
8/29/43	0	20.10
9/ 5/43	0	00.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/12/43	0	33.86
9/19/43	8	55.00
9/26/43	8	55.00
10/ 3/43	5¼	50.65
10/10/43	8	55.00
10/17/43	8	55.00
10/24/43	0	38.09
10/31/43	8	55.00
11/ 7/43	8	55.00
11/14/43	8	55.00
11/21/43	0	55.00
11/28/43	8 (holiday)	59.23
12/ 5/43	8	55.00
12/12/43	8	55.00
12/19/43	8	60.00
12/26/43	0 (holiday)	60.00
1/ 2/44	8	60.00
1/ 9/44	8	60.00
1/16/44	8	60.00
1/23/44	8	60.00
1/30/44	8	60.00
2/ 6/44	8	60.00
2/13/44	8	60.00
2/20/44	6	57.50
2/27/44	8	60.00
3/ 5/44	8	60.00
3/12/44	0	50.00
3/19/44	8	60.00
3/26/44	8	60.00
4/ 2/42	0	60.00
(The above wk. includes 2 days A. L.)		
4/ 9/44	0	60.00
(The above wk includes 3 days A. L.)		
4/16/44	8	60.00
4/23/44	0	60.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
(The above wk. includes 2 days A. L.)		
4/30/44	8	60.00
5/ 7/44	8	60.00
5/14/44	8	60.00
5/21/44	0	60.00
(The above wk. includes 1 day A. L.)		
5/28/44	8	60.00
6/ 4/44	8	60.00
6/11/44	8	60.00
6/18/44	8	60.00
6/25/44	8	60.00
7/ 2/44	8	60.00
7/ 9/44	8	60.00
7/16/44	8	60.00
7/23/44	8	60.00
7/30/44	8	60.00
8/ 6/44	0	50.00
8/13/44	8	60.00
8/20/44	8	60.00
8/27/44	8	60.00
9/ 3/44	8	60.00
9/10/44	0	50.00
9/17/44	8	60.00
9/24/44	8	60.00
10/ 1/44	0	32.13
10/ 8/44	0	50.00
(The above includes 2 days A. L.)		
10/15/44	8	60.00
10/22/44	8	60.00
10/29/44	8	60.00
11/ 5/44	8	60.00
11/12/44	8	60.00
11/19/44	8	60.00
11/26/44	0	50.00
12/ 3/44	8	60.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
12/10/44	8	60.00
12/17/44	8	60.00
12/24/44	8	60.00
12/31/44	8	60.00
1/ 7/45	8	60.00
1/14/45	8	60.00
1/22/45	8	60.00
1/28/45	8	60.00
2/ 4/45	8	60.00
2/11/45	8	60.00
2/18/45	8	60.00
2/25/45	8	60.00
3/ 4/45	8	60.00
3/11/45	8	60.00
3/18/45	0	60.00
(The above includes 1 day A. L.)		
3/25/45	8	60.00
4/ 1/45	8	60.00
4/ 8/45	0	60.00
(The above wk. includes 6 days A. L.)		
4/15/45	0	60.00
(The above includes 1 day A. L.)		
4/22/45	8	60.00
4/29/45	8	60.00
5/ 6/45	8	60.00
5/13/45	8	60.00
5/20/45	8	60.00
5/27/45	8	60.00
6/ 3/45	8	60.00
6/10/45	8	60.00
6/17/45	8	60.00
6/24/45	8	60.00
7/ 1/45	8	60.00
7/ 8/45	8	60.00
7/15/45	8	60.00

POOR COPY—BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/22/45	8	60.00
7/29/45	8	60.00
8/ 5/45	8	60.00
8/12/45	8	60.00
8/19/45	8	60.00

BERT L. ROBERTS.

252 EXHIBIT 102(B).

BERT L. ROBERTS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-4-42, Accountant @ $70.00 per week.
2. Discharged, Reduction in Personnel, 3-9-43.
   Duties: Accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/ 7/42	0	$23.33
7/14/42	8	70.00
7/21/42	13	75.83
7/28/42	9	70.00
8/ 4/42	13½	75.84
8/11/42	8½	70.00
8/18/42	8	70.00
8/25/42	9	70.00
9/ 1/42	8½	70.00
9/ 8/42	8	70.00
9/15/42	9	70.00
9/22/42	9	70.00
9/29/42	9	70.00
10/ 6/42	0	58.33
10/13/42	8	70.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/20/42	8	70.00
10/27/42	8	70.00
11/ 3/42	8	70.00
11/10/42	8	70.00
11/17/42	8	70.00
11/24/42	8	70.00
12/ 1/42	8	70.00
12/ 8/42	16	81.67
12/15/42	8	70.00
12/26/42	8	70.00
12/29/42	0 (holiday)	70.00
1/ 5/43	9	71.56
1/12/43	8	70.00
1/19/43	9	71.46
1/26/43	8	70.00
2/ 2/43	8	70.00
2/ 9/43	8	70.00
2/16/43	8	70.00
2/23/43	0	58.33
3/ 2/43	8	70.00
3/ 9/43	8	70.00

BERT L. ROBERTS.

253 EXHIBIT 103.

HERBERT L. ROBINSON (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-29-42, Material Checker @ $25.00 per week.
2. General Change of Rate, 7-8-42, Material Checker @ $35.00 per week.

POOR COPY—BLEED THROUGH

3. Discharged 9-7-42, lack of work.
   Duties: Checking receipt of material.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 2/42	0	27.50
6/ 9/42	19½	40.00
6/16/42	27½	38.59
6/23/42	27	39.53
6/30/42	25½	39.53
7/ 7/42	17½	38.15
7/14/42	17½	40.83
7/21/42	16½	40.83
7/28/42	16	40.83
8/ 4/42	16	40.83
8/11/42	8	35.00
8/18/42	8	35.00
8/25/42	17	40.83
9/ 1/42	16	40.83

HERBERT H. ROBINSON.

254 EXHIBIT 104.

JOHN W. RODDIE (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-26-42, Concrete Designer @ $45.00 per week.
2. General Change of rate 7-8-42, Concrete Designer, @ $50.00 per week.
3. Discharged, lack of work, 9-29-42.
   Duties: Concrete Designer.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/26/42	0	9.00
6/ 2/42	18	68.63

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 9/42	23	68.63
6/16/42	31	70.32
6/23/42	37	69.47
6/30/42	40	72.00
7/ 7/42	31	67.78
7/14/42	28½	58.33
7/21/42	35	58.33
7/28/42	30	58.33
8/ 4/42	36	58.33
8/11/42	28½	58.33
8/18/42	32	58.33
8/25/42	41	58.33
9/ 1/42	46½	58.33
9/ 8/42	32½	58.33
9/15/42	28½	58.33
9/22/42	26	58.33
9/29/42	26	58.33

JOHN W. RODDIE.

255 EXHIBIT 105.

C. L. ROSHORE (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-6-42, Engineer @ $85.00 per week.
2. General Change of Rate, 7-8-42, Engineer @ $100.00 per week.
3. Discharged, lack of work, 3-20-43.
   Duties: Electrical designing engineer.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 9/42	0	59.50
6/16/42	31½	129.63

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Week Ending	Hours in Excess of 40	Gross Amount Paid
6/23/42	20	100.94
6/30/42	31	134.41
7/ 7/42	30½	132.84
7/14/42	17	100.00
7/21/42	17	100.00
7/28/42	17½	100.00
8/ 4/42	17	100.00
8/11/42	14½	100.00
8/18/42	15½	100.00
8/25/42	16	100.00
9/ 1/42	26	100.00
9/ 8/42	12½	100.00
9/15/42	14½	100.00
9/22/42	15	100.00
9/29/42	13½	100.00
10/ 6/42	11½	100.00
10/13/42	13½	100.00
10/20/42	12½	100.00
10/27/42	0	83.33
11/ 3/42	12½	100.00
11/10/42	15	100.00
11/17/42	13½	100.00
11/24/42	16½	100.00
12/ 1/42	13	100.00
12/ 8/42	11½	100.00
12/15/42	0	37.50
12/22/42	15½	100.00
12/29/42	2	83.33
1/ 5/43	8	100.00
1/12/43	10	100.00
1/19/43	12½	100.00
1/26/43	8	100.00
2/ 2/43	11	100.00
2/ 9/43	10½	100.00
2/16/43	11½	100.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
2/23/43	3	71.07
3/ 2/43	10	100.00
3/ 9/43	8	100.00
3/16/43	9½	100.00
3/23/43	0	63.40

Amount paid this employee in cash for accumulated leave on termination of employment $197.91.

C. L. ROSHORE.

256 EXHIBIT 106.

HARRY A. SCHATTGEN (MAINTENANCE & OPERATION EMPLOYEE).

1. Hired 9-8-42, Technician @ $50.00 per week.
2. Discharged, lack of work, 7-10-43.
   Duties: Testing equipment.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/15/42	8½	50.00
9/22/42	8	50.00
9/29/42	7½	50.00
10/ 4/42	0	33.33
10/11/42	7	50.00
10/18/42	7½	50.00
10/25/42	8	50.00
11/ 1/42	8	50.00
11/ 8/42	0	41.67
11/15/42	8	50.00
11/22/42	16	58.33
11/29/42	16	58.33

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Week Ending	Hours in Excess of 40	Gross Amount Paid
12/ 6/42	8	50.00
12/13/42	8	50.00
12/20/42	8	50.00
12/27/42	0	41.67
1/ 3/43	8	50.00
1/10/43	8	50.00
1/17/43	8	50.00
1/24/43	8	50.00
1/31/43	16	58.33
2/ 7/43	8	50.00
2/14/43	10	50.00
2/21/43	8	50.00
2/28/43	0	41.67
3/ 7/43	0	33.33
3/14/43	0	25.00
3/21/43	8	50.00
3/28/43	8	50.00
4/ 4/43	8	50.00
4/11/43	8	50.00
4/18/43	8	50.00
4/25/43	8	50.00
5/ 2/43	8	50.00
5/ 9/43	8	50.00
5/16/43	0	25.00
5/23/43	16	66.67
5/30/43	0	33.33
6/ 6/43	8	54.17
6/13/43	8	50.00
6/20/43	0	40.11
6/27/43	0	0
7/ 4/43	0	33.33

Amount paid this employee in cash for accumulated leave on termination of employment $105.21.

HARRY A. SCHATTGEN.

257 EXHIBIT 107.

R. A. VAN SCOTTAR (CONSTRUCTION EMPLOYEE).

1. Hired 5-23-42, Building Inspector, @ $40.00 per week.
2. Change of Rate & Classification 6-10-42, Chief Bldg. Insp. @ $50.00 per week.
3. General Change of Rate 7-8-42, Chief Bldg. Insp. @ $55.00 per week.
4. Discharged, lack of work, 11-30-42.
   Duties: Building Inspector.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/26/42	0	40.00
6/ 2/42	16	60.25
6/ 9/42	14½	67.82
6/16/42	26	74.38
6/23/42	31	74.38
6/30/42	33½	74.38
7/ 7/42	7½	50.01
7/14/42	12½	55.00
7/21/42	11½	55.00
7/28/42	10½	55.00
8/ 4/42	12	55.00
8/11/42	2½	45.83
8/18/42	11	55.00
8/25/42	17½	55.00
9/ 1/42	5½	45.83
9/ 8/42	0	36.67
9/15/42	8½	52.71
9/22/42	21½	64.17
9/29/42	11½	55.00
10/ 6/42	0	36.67
10/13/42	0	18.33
10/20/42	12½	55.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
10/27/42	12½	43.54
11/ 3/42	1½	55.00
11/10/42	13	59.01
11/17/42	11½	19.48
11/24/42	0	

R. A. VAN SCOTTAR.

258 EXHIBIT 108.

R. A. VAN SCOTER.

R. A. VAN SCOTER.

259 EXHIBIT 109.

VINCENT E. SHANNON (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-9-42, Sr. Accountant @ $65.00 per week.
2. Discharged, lack of work, 1-12-43.
   Duties: General accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	2½	54.16
7/21/42	14½	65.00
7/28/42	18	65.00
8/ 4/42	31½	75.83
8/11/42	11	65.00
8/18/42	17	75.83
8/25/42	16	75.83
9/ 1/42	17½	75.83

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/ 8/42	16	75.83
9/15/42	15½	75.83
9/22/42	16½	75.83
9/29/42	17	75.83
10/ 6/42	7	65.00
10/13/42	8	65.00
10/20/42	16½	75.83
10/27/42	17½	75.83
11/ 3/42	17	75.83
11/10/42	18½	75.83
11/17/42	18½	75.83
11/24/42	3	54.16
12/ 1/42	24½	86.67
12/ 8/42	9½	77.86
12/15/42	20	81.25
12/22/42	18½	79.22
12/29/42	8	65.00
1/ 5/43	10½	68.39
1/12/43	0	42.33

Amount paid this employee in cash for accumulated leave on termination of employment $81.25.

VINCENT E. SHANNON.

260 EXHIBIT 110.

HOWARD O. SHIPP (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-3-42, Guard @ $25.00 per week.
2. General Change of Rate, 7-8-42, Guard @ $30.00 per week.

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3. Discharged, lack of work, 3-30-43.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/ 7/42	0	14.29
7/14/42	16	30.00
7/21/42	8	30.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	8	30.00
10/27/42	8	30.00
11/ 3/42	8	30.00
11/10/42	8	30.00
11/17/42	8	30.00
11/24/42	8	30.00
12/ 1/42	8	30.00
12/ 8/42	8	30.00
12/15/42	8	30.00
12/22/42	8	30.00
12/29/42	8	30.00
1/ 5/43	8	30.00
1/12/43	8	30.00
1/19/43	8	30.00
1/26/43	8	30.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
2/ 2/43	8	30.00
2/ 9/43	8	30.00
2/16/43	8	30.00
2/23/43	8	30.00
3/ 2/43	8	30.00
3/ 9/43	8	30.00
3/16/43	8	30.00
3/23/43	8	30.00
3/30/43	8	30.00

Amount paid this employee in cash for accumulated leave on termination of employment $55.63.

HOWARD O. SHIPP.

261 EXHIBIT 111.

H. D. SINGLETON, JR. (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-8-42, Junior Clerk @ $30.00 per week.
2. Change of Rate & Classification 7-8-42, Jr. Accountant @ $40.00 per week.
3. Discharged, lack of work, 8-13-42.
   Duties: Line 1, miscellaneous clerical work; Line 2, general accounting work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 9/42	0	12.00
6/16/42	27½	44.63
6/23/42	35½	44.63
6/30/42	29½	45.19
7/ 7/42	9	35.63

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Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	16½	46.67
7/21/42	22	43.33
7/28/42	26½	46.67
8/ 4/42	0	33.33
8/11/42	8	40.00
8/18/42	0	13.33

H. D. SINGLETON, JR.

262 EXHIBIT 112.

H. D. SINGLETON, JR. (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Hired 8-14-42, Timechecker @ $35.00 per week.
2. Change of Rate & Classification 10-19-42, Asst. Chief Timekeeper @ $40.00 per week.
3. Change of Classification 1-18-43, Jr. Accountant @ $40.00 per week.
4. Promotion 5-10-43, Jr. Accountant @ $45.00 per week.
5. Discharged, lack of work, 6-19-43.

Duties: Line 1, field timechecking; Line 2, assisting Chief Timekeeper; Lines 3 & 4, general accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/18/42	0	23.33
8/25/42	17	35.00
9/ 1/42	15¼	35.00
9/ 8/42	17	35.00
9/15/42	12½	37.92
9/22/42	20	35.00
9/29/42	13½	35.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/ 4/42	0	21.87
10/11/42	18	40.83
10/18/42	15½	40.83
10/25/42	15	46.67
11/ 1/42	5½	38.33
11/ 8/42	17	46.67
11/15/42	9½	41.25
11/22/42	20½	50.42
11/20/42	12½	50.42
12/ 6/42	4½	37.08
12/13/42	10	41.67
12/20/42	8	40.00
12/27/42	0	26.67
1/ 3/43	14½	38.75
1/10/43	4	40.00
1/17/43	1½	40.00
1/24/43	8¼	40.00
1/31/43	7½	39.58
2/ 7/43	0	22.29
2/14/43	9	40.00
2/21/43	6¼	38.54
2/28/43	0	29.37
3/ 7/43	0	00.00
3/14/43	0	13.33
3/21/43	8¼	40.00
3/29/43	7	40.00
4/ 4/43	8	39.17
4/11/43	8	40.00
4/18/43	8	40.00
4/25/43	8	38.33
5/ 2/43	8	37.50
5/ 9/43	8	40.00
5/16/43	8	45.00
5/23/43	8	45.00
5/30/43	8	45.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 6/43	8	48.32
6/13/43	7	44.06
6/20/43	7	44.06

Amount paid this employee in cash for accumulated leave on termination of *leave* $15.00.

H. D. SINGLETON, JR.

263 EXHIBIT 113.

SAMUEL L. SMITH (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-13-42, Senior Clerk @ $40.00 per week.
2. Change of Rate & Classification 7-8-42, Jr. Accountant @ $45.00 per week.
3. Discharged, lack of work, 10-30-42.
   Duties: Line 1, general clerical work; Line 2, General accounting work.

Paid as follows:

6/16/42	0	21.25
6/23/42	10½	45.20
6/30/42	12½	45.25
7/ 7/42	13	45.25
7/14/42	11½	45.00
7/21/42	13	45.00
7/28/42	12	45.00
8/ 4/42	14	45.00
8/11/42	13½	45.00
8/18/42	13½	45.00
8/25/42	12½	45.00
9/ 1/42	0	16.88

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/ 8/42	0	00.00
9/15/42	8½	41.25
9/22/42	14	45.00
9/29/42	14	45.00
10/ 6/42	14	45.00
10/13/42	13	45.00
10/20/42	13	45.00
10/27/42	13	45.00
11/ 3/42	0	22.50

SAMUEL L. SMITH.

264 EXHIBIT 114.

WILLIAM H. SOFTY (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Hired 11/14/42, Special Assistant to General Manager, Maintenance & Operation of Advance Base Depot, @ $90.00 per week.
2. Discharged, lack of work, 5/15/43.
   Duties: Supt. of Equipment.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/22/42	16	90.00
11/29/42	16	90.00
12/ 6/42	8	90.00
12/13/42	8	90.00
12/20/42	8	90.00
12/27/42	8	90.00
1/ 3/43	8	90.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
1/10/43	8	90.00
1/17/43	8	90.00
1/24/43	8	90.00
1/31/43	8	90.00
2/ 7/43	8	90.00
2/14/43	8	90.00
2/21/43	8	90.00
2/28/43	8	90.00
3/ 7/43	8	90.00
3/14/43	8	90.00
3/21/43	8	90.00
3/28/43	8	90.00
4/ 4/43	8	90.00
4/11/43	8	90.00
4/18/43	8	90.00
4/25/43	8	90.00
5/ 2/43	8	90.00
5/ 9/43	8	90.00
5/16/43	8	90.00

Amount paid this employee in cash for accumulated leave on termination of employment $112.50.

WILLIAM H. SOFTY.

265 EXHIBIT 115.

E. P. SPIERS (MAINTENANCE & OPERATIONS EMPLOYEE).

1. Hired 8-27-42, Packer, @ 35.00 per week.
2. Change of Rate (retroactive to employment date), Packer @ 70¢ per hour 9-10-42.

3. Discharged, lack of work, 11-14-42.
   Duties: Packer.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/ 1/42	0	26.25
9/ 8/42	0	29.17
9/15/42	26	55.30
9/22/42	19	47.95
9/29/42	8	36.40
10/ 4/42	0	25.20

E. P. SPIERS.

266 EXHIBIT 116.

EDDIE S. SPIERS.

EDDIE S. SPIERS.

267 EXHIBIT 117.

HAROLD W. STEVENS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-29-42, Material Checker @ $25.00 per week.
2. General Change of Rate, 7-8-42, Material Checker @ $35.00 per week.
3. Discharged, lack of work, 8-28-42.
4. Rehired 10-24-43, Jr. Accountant @ $40.00 per week.
5. Change of Classification & Rate, 11-4-42, Assistant Supt. @ $55.00 per week.
6. Discharged, lack of work, 12-29-42.
7. Rehired 1-4-43, Clerk @ $35.00 per week.

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8. Discharged 1-12-43, lack of work.
Duties: Line 1 and line 2, checking receipt of material; line 4, general accounting work; line 5, assistant to warehouse supt.; line 7, general clerical work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 2/42	0	27.50
6/ 9/42	19½	40.00
6/16/42	27½	39.53
6/23/42	29½	39.53
6/30/42	27½	39.53
7/ 7/42	22	38.13
7/14/42	22	40.83
7/21/43	22½	40.83
7/28/42	22½	40.83
8/ 4/42	21½	40.83
8/11/42	21½	40.83
8/18/42	14	35.00
8/25/42	22½	40.84
9/ 1/42	0	11.67
Separated		
10/27/42	0	20.00
11/ 3/42	13	40.00
11/10/42	8½	55.00
11/17/42	10½	55.00
11/24/42	17	66.17
11/31/42	0	57.29
12/ 7/42	0	43.54
12/15/42	14	61.87
12/22/42	14	61.87
12/29/42	6½	53.28
1/12/43	0	8.74

HAROLD W. STEVENS.

268 EXHIBIT 118.

FRANK N. TAYLOR (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-27-42, Assistant Paymaster @ $40.00 per week.
2. Change of Rate, 6-17-42, Assistant Paymaster @ $45.00 per week.
3. General Change of Rate, Assistant Paymaster @ $55.00 per week, 7-8-42.
4. Change of Rate & Classification, 11-18-42, Paymaster @ $65.00 per week.
5. Discharged, lack of work, 3-30-43.

Duties: In charge of the payment of employees.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 2/42	22½	45.75
6/ 9/42	35	58.00
6/16/42	40½	57.25
6/23/42	44½	66.09
6/30/42	49½	67.78
7/ 7/42	52	72.00
7/14/42	39½	64.17
7/21/42	21	64.17
7/28/42	31½	67.17
8/ 4/42	28½	64.17
8/11/42	23½	64.17
8/18/42	15½	64.17
8/25/42	20	64.17
9/ 1/42	15½	64.17
9/ 8/42	15	64.17
9/15/42	15	64.17
9/22/42	15	64.17
9/29/42	0	45.83

POOR COPY—BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/ 6/42	15	64.17
10/13/42	7	55.00
10/20/42	15	64.17
10/27/42	15	64.17
11/ 3/42	15	64.17
11/10/42	15	63.02
11/17/42	16	64.17
11/24/42	16	75.83
12/ 1/42	16	75.83
12/ 8/42	28	78.54
12/15/42	16	75.83
12/22/42	20	81.25
12/29/42	8½	65.68
1/ 5/43	9	66.35
1/12/43	9½	75.83
1/19/43	8½	65.68
1/26/43	8½	65.68
2/ 2/43	8	65.00
2/ 9/43	8	63.65
2/16/43	8	65.00
2/23/43	8½	65.68
3/ 2/43	0	51.46
3/ 9/43	8	65.00
3/16/43	8	65.00
3/23/43	8	65.00
3/30/43	7	63.65

Amount paid this employee in cash for accumulated leave on termination of employment $136.77.

FRANK N. TAYLOR.

269 EXHIBIT 119.

WILLIAM R. TERRY (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-22-42, Sr. Clerk @ $40.00 per week.
2. Change of Rate & Classification, 7-8-42, Jr. Accountant @ $45.00 per week.
3. Change of Rate & Classification, 11-18-42, Assistant Accountant @ $55.00 per week.
4. Discharged, 5-25-43, lack of work.

Duties: Line 1, general clerical work; line 2 and line 3, general accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/23/42	0	8.00
6/30/42	17	57.25
7/ 7/42	4	45.25
7/14/42	14	48.75
7/21/42	16	52.50
7/28/42	16½	52.50
8/ 4/42	12	52.50
8/11/42	16½	52.50
8/18/42	0	37.50
8/25/42	16½	52.50
9/ 1/42	15	52.50
9/ 8/42	16	52.50
9/15/42	15	52.50
9/22/42	8	45.00
9/29/42	12	48.75
10/ 6/42	16	52.50
10/13/42	8	45.00
10/20/42	0	37.50
10/27/42	16	52.50
11/ 3/42	15	52.50

POOR COPY—BLEED THROUGH

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/10/42	16	52.50
11/17/42	16	51.56
11/24/42	16	64.17
12/ 1/42	18½	71.04
12/ 8/42	23½	70.47
12/15/42	21	69.00
12/22/42	16	64.17
12/29/42	8	55.00
1/ 5/43	3½	49.84
1/12/43	12	59.58
1/19/43	8	55.00
1/26/43	7	53.85
2/ 2/43	8	55.00
2/ 9/43	16	64.17
2/16/43	0	39.86
2/23/43	16	64.17
3/ 2/43	17	65.31
3/ 9/43	8	55.00
3/16/43	8	55.00
3/23/43	8	55.00
3/30/43	8	55.00
4/ 6/43	7	53.85
4/13/43	8	55.00
4/20/43	8	55.00
4/27/43	4	50.42
5/ 4/43	8	55.00
5/11/43	8	55.00
5/18/43	8	55.00
5/25/43	8	55.00

Amount paid this employee in cash for accumulated leave on termination of employment $127.19.

WILLIAM B. TERRY.

270 EXHIBIT 120.

CHARLES D. WALLER (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-7-42, Watchman @ $25.00 per week.
2. General Change of rate, 7-8-42, Watchman @ $30.00 per week.
3. Discharged, lack of work, 8-1-42.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/30/42	0	10.71
7/ 7/42	16	25.00
7/14/42	16	30.00
7/21/42	8	30.00
7/28/42	0	25.00
8/ 4/42	0	10.00

CHARLES D. WALLER.

271 EXHIBIT 121.

CHARLES D. WALLER (NEW CONSTRUCTION EMPLOYEE).

1. Re-hired 11-6-42, Watchman, @ $30.00 per week.
2. Discharged, lack of work, 2-10-43.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/10/42	0	20.00
11/17/42	8	30.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
11/24/42	8	30.00
12/ 1/42	8	30.00
12/ 8/42	16	30.00
12/15/42	8	30.00
12/22/42	8	30.00
12/29/42	0	25.00
1/ 5/43	8	30.00
1/12/43	0	25.00
1/19/43	8	30.00
1/26/43	8	30.00
2/ 2/43	8	30.00
2/ 9/43	8	30.00

CHARLES D. WALLER.

272 EXHIBIT 122.

JESSE M. WARD (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-6-42, Material Checker, @ $25.00 per week.
2. General Change of Rate, 7-8-42, Material Checker, @ $35.00 per week.
3. Promotion, 11-25-42, Senior Material Inspector, @ $35.00 per week.
4. Discharged, lack of work, 2-2-43.

Duties: Checking receipt of material.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	15	36.56
6/23/42	14	37.66
6/30/42	17	38.13
7/ 7/42	13½	37.03

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/14/42	14½	40.83
7/21/42	17	40.83
7/28/42	16	40.83
8/ 4/42	16½	40.83
8/11/42	15½	40.83
8/18/42	13	40.83
8/25/42	7½	35.00
9/ 1/42	14	40.83
9/ 8/42	10	35.00
9/15/42	13½	40.83
9/22/42	12½	40.83
9/29/42	13	40.83
10/ 6/42	7½	35.00
10/13/42	8	35.00
10/20/42	8	35.00
10/27/42	7	35.00
11/ 3/42	8	35.00
11/10/42	9	34.64
11/17/42	16½	39.37
11/24/42	9	35.00
12/ 1/42	10	44.12
12/ 8/42	14	45.00
12/15/42	14	45.00
12/22/42	14	45.00
12/29/42	7½	39.58
1/ 5/43	0	33.33
1/12/43	8	40.00
1/19/43	10	41.67
1/26/43	8	40.00
2/ 2/43	8	40.00

Amount paid this employee in cash for accumulated leave on termination of employment $58.33.

JESSE M. WARD.

POOR COPY—BLEED THROUGH

273 EXHIBIT 123.

JESSE M. WARD (MAINTENANCE & OPERATION EMPLOYEE).

1. Hired 3-1-43, Clerk @ $35.00 per week.
2. Discharged 3-27-43, lack of work.
   Duties: General Clerical Work.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
3/14/43	0	17.50
3/21/43	8¼	35.00
3/28/43	8	35.00

JESSE M. WARD.

274 EXHIBIT 124.

WENDELL L. WARD (NEW CONSTRUCTION EMPLOYEE).

1. Hired 9-14-42, Material Checker @ $35.00 per week.
2. Change of Rate & Classification, Light Equipment Parts Man, @ $40.00 per week.
3. Discharged, lack of work, 11-5-42.
   Duties: Line 1, Checking receipt of material; Line 2, issuing and keeping records of automotive parts.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
9/15/42	0	11.67
9/22/42	19½	40.83
9/29/42	19½	40.83
10/ 6/42	8	35.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/13/42	12½	40.83
10/20/42	11	46.67
10/27/42	11	45.00
11/ 3/42	0	33.33

WENDELL L. WARD.

275 EXHIBIT 125.

DANIEL B. WATSON (NEW CONSTRUCTION EMPLOYEE).

1. Hired 11-10-42, Asst. Acct. @ $60.00 per week.
2. Discharged, lack of work, 3-30-43.
   Duties: General accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/ 7/42	8	60.00
11/24/42	8	60.00
12/ 1/42	6	61.25
12/ 8/42	8	61.88
12/15/42	17½	71.88
12/22/42	20	76.25
12/29/42	0	30.00
1/ 5/43	0	50.00
1/12/43	14	67.50
1/18/43	4	55.00
1/25/43	8	60.00
2/ 2/43	8	60.00
2/ 9/43	8	60.00
2/16/43	9½	61.88
2/23/43	8	60.00
3/ 2/43	8	60.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
3/ 9/43	2	52.50
3/16/43	0	45.00
3/23/43	8	60.00
3/30/43	4	55.00

DANIEL B. WATSON.

276 EXHIBIT 126.

MALCOLM D. WATSON (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-1-42, Accountant @ $65.00 per week.
2. General Change of Rate, 7-8-42, Account @ $75.00 per week.
3. Discharged, lack of work, 4-27-43.
   Duties: General accounting.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/ 7/42	27½	69.69
7/14/42	33	75.00
7/21/42	23	75.00
7/28/42	30	75.00
8/ 4/42	29	75.00
8/11/42	8	75.00
8/18/42	8	75.00
8/25/42	8	75.00
9/ 1/42	8	75.00
9/ 8/42	8	75.00
9/15/42	8	75.00
9/22/42	8	75.00
9/29/42	8	75.00
10/ 6/42	6	71.88

Week Ending	Hours in Excess of 40	Gross Amount Paid
10/13/42	8	75.00
10/20/42	10	75.00
10/27/42	9	75.00
11/ 3/42	8	75.00
11/10/42	8	75.00
11/17/42	11½	75.00
11/24/42	8	75.00
12/ 1/42	8	75.00
12/ 8/42	8	75.00
12/15/42	8	75.00
12/22/42	8	75.00
12/29/42	8	75.00
1/ 5/43	8	75.00
1/12/43	8	75.00
1/19/43	8	75.00
1/25/43	8	75.00
2/ 2/43	8	75.00
2/ 9/43	8	75.00
2/16/43	8	75.00
2/23/43	8	75.00
3/ 2/43	8	75.00
3/ 9/43	8	75.00
3/16/43	8	75.00
3/23/43	8	75.00
3/30/43	8	75.00
4/ 6/43	8	75.00
4/13/43	8	75.00
4/20/43	8	75.00
4/27/43	8	75.00

Amount paid this employee in cash for accumulated leave on termination of employment $129.69.

MALCOLM D. WATSON.

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277 EXHIBIT 127.

THOMAS WEBB (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-27-42, Watchman @ $25.00 per week.
2. General Change of Rate, 7-8-42, Watchman @ $30.00 per week.
3. Discharged, lack of work, 5-18-43.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 2/42	16	25.00
6/ 9/42	16	25.00
6/16/42	16	25.00
6/23/42	16	25.00
6/30/42	16	25.00
7/ 7/42	16	25.00
7/14/42	16	30.00
7/21/42	8	30.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	8	30.00
10/27/42	16	30.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
11/ 3/42	8	30.00
11/10/42	8	30.00
11/17/42	8	30.00
11/24/42	8	30.00
12/ 1/42	8	30.00
12/ 8/42	8	30.00
12/15/42	8	30.00
12/22/42	8	30.00
12/29/42	8	30.00
1/ 5/43	0	25.00
1/12/43	0	0
1/19/43	0	25.00
1/26/43	8	30.00
2/ 2/43	8	30.00
2/ 9/43	8	30.00
2/16/43	8	30.00
2/23/43	8	30.00
3/ 2/43	8	30.00
3/ 9/43	8	30.00
3/16/43	8	30.00
2/23/42	8	30.00
3/30/43	8	30.00
4/ 6/43	8	30.00
4/13/43	8	30.00
4/20/43	8	30.00
4/27/43	8	30.00
5/ 4/43	8	30.00
5/11/43	8	30.00
5/18/43	8	30.00

Amount paid this employee in cash for accumulated leave on termination of employment $73.13.

THOMAS WEBB.

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278 EXHIBIT 128.

V. O. WILDER (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-1-42, Watchman @ $25.00 per week.
2. General Change of Rate, 7-8-42, Watchman @ $30.00 per week.
3. Discharged, lack of work, 10/23/42.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 2/42	0	3.57
6/ 9/42	16	25.00
6/16/42	16	25.00
6/23/42	16	25.00
6/30/42	16	25.00
7/ 7/42	16	25.00
7/14/42	16	30.00
7/21/42	8	30.00
7/28/42	8	30.00
9/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	8	15.00
10/27/42	0	

V. O. WILDER.

279 EXHIBIT 129.

CHARLES F. WILLIAMS (NEW CONSTRUCTION EMPLOYEE).

1. Hired, 6-11-42, Watchman @ $25.00 per week.
2. General Change of Rate, 7-8-42, Watchman @ $30.00 per week.
3. Discharged, lack of work, 4-13-43.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	8	21.43
6/23/42	0	17.86
6/30/42	16	25.00
7/ 7/42	16	25.00
7/14/42	16	30.00
7/21/42	8	30.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	0	20.00
8/18/42	0	25.00
8/25/42	8	30.00
9/ 1/42	0	20.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	0	25.00
10/ 6/42	8	30.00
10/15/42	0	25.00
10/20/42	8	30.00
10/26/42	8	30.00
11/ 3/42	8	30.00
11/10/42	3	26.88

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Week Ending	Hours in Excess of 40	Gross Amount Paid
11/17/42	8	30.00
11/24/42	8	30.00
12/ 1/42	8	30.00
12/ 8/42	8	30.00
12/15/42	8	30.00
12/22/42	7	29.38
12/29/42	0	25.00
1/ 5/43	8	30.00
1/12/43	8	30.00
1/19/43	8	30.00
1/26/43	4½	27.81
2/ 2/43	0	23.44
2/ 9/43	0	15.00
2/16/43	8	30.00
2/23/43	8	30.00
3/ 2/43	8	30.00
3/ 9/43	8	30.00
3/16/43	8	30.00
3/23/43	0	25.00
3/30/43	8	30.00
4/ 6/43	8	30.00
4/13/43	8	30.00

Amount paid this employee in cash for accumulated leave on termination of employment $63.13.

CHARLES F. WILLIAMS.

280 EXHIBIT 130.

THOMAS A. WILLIAMSON (NEW CONSTRUCTION EMPLOYEE).

1. Hired 6-3-42. Assistant Material Inspector @ $30.00 per week.

2. Promotion 7-8-42, Senior Material Inspector @ $45.00 per week.
3. Change of Rate & Classification 7-8-42; Asst. Equip. Inspector @ $50 per week.
4. Discharged 1-19-43, lack of work.

Duties: Lines 1 and 2, inspection of materials; Line 3, inspection of equipment.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
6/ 9/42	32½	66.57
6/16/42	37½	72.75
6/23/42	40	77.82
6/30/42	32½	66.57
7/ 7/42	23	55.88
7/14/42	23	58.33
7/21/42	23	58.33
7/28/42	23	58.33
8/ 4/42	23	58.33
8/11/42	23	58.33
8/18/42	23	58.33
8/25/42	23	58.33
9/ 1/42	23	58.33
9/ 8/42	22	58.33
9/15/43	23	58.33
9/22/42	23	58.33
9/29/42	19½	58.33
10/ 6/42	23	58.33
10/13/42	23	58.33
10/20/42	22½	58.33
10/27/42	21	58.33
11/ 3/42	13	50.00
11/10/42	17½	59.90
11/17/42	10½	52.61
11/24/42	20	61.46
12/ 1/42	21	63.54

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Week Ending	Hours in Excess of 40	Gross Amount Paid
12/ 8/42	0	00.00
12/15/42	0	16.67
12/22/42	0	26.00
12/29/42	0	26.56
1/ 5/43	8	50.00
1/12/43	8	50.00
1/19/43	8	50.00

Amount paid this employee in cash for accumulated leave on termination of employment $72.92.

THOMAS A. WILLIAMSON.

281 EXHIBIT 131.

T. A. WILLIAMSON.

T. A. WILLIAMSON.

282 EXHIBIT 132.

WILLIAM J. WILLAMS (NEW CONSTRUCTION EMPLOYEE).

1. Hired 7-23-42, Watchman @ $30.00 per week.
2. Discharged 10/19/42, lack of work.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
7/28/42	0	25.00
8/ 4/42	8	30.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	0	25.00

WILLIAM J. WILLIAMS.

283 EXHIBIT 133.

GUY R. WILSON (NEW CONSTRUCTION EMPLOYEE).

1. Hired 5-2-42, Watchman @ $25.00 per week.
2. General Change of Rate, 7-8-42, Watchman @ $30.00 per week.
3. Discharged, lack of work, 5-18-43.
   Duties: Policing various areas and guarding specific materials and supplies.

Paid as follows:

Week Ending	Hours in Excess of 40	Gross Amount Paid
5/ 5/42	0	20.83
5/12/42	16	25.00
5/19/42	16	25.00
5/26/42	16	25.00
6/ 2/42	16	25.00
6/ 9/42	16	25.00

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Week Ending	Hours in Excess of 40	Gross Amount Paid
6/16/42	0	17.86
6/23/42	16	25.00
6/30/42	16	25.00
7/ 7/42	16	25.00
7/14/42	16	30.00
7/21/42	8	30.00
7/28/42	8	30.00
8/ 4/42	8	30.00
8/11/42	8	30.00
8/18/42	8	30.00
8/25/42	8	30.00
9/ 1/42	8	30.00
9/ 8/42	8	30.00
9/15/42	8	30.00
9/22/42	8	30.00
9/29/42	8	30.00
10/ 6/42	8	30.00
10/13/42	8	30.00
10/20/42	8	30.00
10/27/42	8	30.00
11/ 3/42	8	30.00
11/10/42	0	25.00
11/17/42	8	30.00
11/24/42	8	30.00
12/ 1/42	8	30.00
12/ 8/42	8	30.00
12/15/42	8	30.00
12/22/42	8	30.00
12/29/42	0	5.00
1/ 5/43	8	30.00
1/12/43	8	30.00
1/19/43	8	30.00
1/26/43	0	25.00
2/ 2/43	8	30.00
2/ 9/43	8	30.00

Week Ending	Hours in Excess of 40	Gross Amount Paid
2/16/43	8	30.00
2/23/43	8	30.00
3/ 2/43	8	30.00
3/ 9/43	8	30.00
3/16/43	8	30.00
3/23/43	8	30.00
3/30/43	8	30.00
4/ 6/43	8	30.00
4/13/43	8	30.00
4/20/43	8	30.00
4/27/43	8	30.00
5/ 4/43	8	30.00
5/11/43	0	25.00
5/18/43	0	25.00

Amount paid this employee in cash for accumulated leave on termination of employment $78.44.

GUY R. WILSON.

TOXEY HALL,
United States Attorney.
(Sgd.) By JOHN W. SAVAGE,
(John W. Savage)
Assistant.

(Certificate of service of copy of foregoing omitted.)

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REPLY TO REQUEST FOR ADMISSION OF FACTS.

285 Filed November 13, 1946.

(Title Omitted.)

Plaintiffs in the above entitled and numbered action make the following statement in response to the Request for Admission of Facts served upon plaintiffs on October 26th, 1946, the time for answer having been enlarged by Order of this Court, duly entered:

Plaintiffs admit the organization of the co-partnership as set out, but the understanding of the plaintiffs is that Mr. Freddie Starr was General Manager of Maintenance and Operations at the time the plaintiffs' several causes of action accrued, and Mr. Wallace Scutt was General Superintendent of Construction during the same period of time, and that J. S. Winbegley (or as plaintiffs understand J. S. Winbigler) succeeded Freddie Starr. However, this particular fact is immaterial to the determination of this action.

Under heading of "Contracts" as set out on page two, plaintiffs admit these facts with reference to the contracts but state that a number of the plaintiffs were working prior to these dates.

Plaintiffs admit all facts stated on pages three, four, five, six, seven, and eight of the Request for Admission of Facts.

Plaintiffs admit the fact as set out on page nine, except in the first paragraph thereof, plaintiffs deny the conclusion of the pleader that title to the goods vested in the Government upon arrival at the Depot. However,

the Request for Admission of Facts states later the exact way this was handled; viz: That M. T. Reed Construction Company paid for the materials and was reimbursed by the Government. However, as plaintiffs view it, this statement contained in the Request for Admission of Facts is immaterial to the adjudication of this cause. The other facts on page nine are true.

Plaintiffs admit all the facts contained on pages ten, eleven, and twelve.

Plaintiffs admit the facts as set out on page thirteen with the qualification that the employees were docked by the hour and even the half hour for any time missed in work; that is to say, they were docked at so much money per hour. Plaintiffs further say that the requirement that they check in and check out was not done "generally", as set out in the Request for Admission of Facts, but done invariably.

With reference to page fourteen, some of the plaintiffs, for instance Eugene M. Murphy, Jr., James H. Harrod, and some others, were working as early as May, 1942, and it is the intention of these plaintiffs to offer proof of the period they began working up to July 8, 1942, unless this period of time is later covered by stipulation. Also, instead of plaintiffs being docked on "one-quarter of a day's pay", as stated, they were actually docked on an hourly and even a half hourly basis. The other facts on page fourteen are true.

The facts stated on page fifteen are true, except that in most cases plaintiffs were not paid beyond their so-called basic salary. If, however, they worked on Sunday, they received one day's straight pay in addition to their so-called basic salary.

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With reference to page sixteen of the Request for Admission of Facts, the facts stated therein are true, except that while there was a rule or instructions put into effect by the Officer in Charge that the Contractor would begin paying double time for hours worked on the seventh consecutive day worked in the work week, the seventh consecutive day was systematically cut out so that there was no practical benefit to the employees. The other facts stated on page sixteen are true.

Plaintiffs admit all the facts stated on pages seventeen to twenty-eight, inclusive, of the Request for Admission of Facts.

EUGENE M. MURPHY, JR.,
ET AL,
Plaintiffs,
By BIDWELL ADAM,

3rd Floor, Hewes Bldg.,
Gulfport, Mississippi.

and

MIZE, THOMPSON & MIZE,
(Sgd.) By R. W. THOMPSON, JR.

400-407 Hewes Bldg.,
Gulfport, Mississippi.

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288 STIPULATION.

Filed January 13, 1947.

(Title Omitted.)

It is hereby agreed and stipulated by and between the parties to this action that certain documents prepared by the United States Department of Labor and entitled "Findings and Determinations" being a compilation of the findings of fact, conclusions of law, and citations of authorities as to the claims of each individual plaintiff

in this cause prepared by the Department of Labor as a result of an independent investigation of each of said parties' claims by said agency may be made available for inspection and use to all parties and the Court for their aid in disposing of this matter.

(Sgd.) TOXEY HALL,
United States Attorney.
(Sgd.) JOHN W. SAVAGE,
Assistant.
(Sgd.) BIDWELL ADAM,
(Sgd.) R. W. THOMPSON, JR.,
Attorneys for plaintiffs.

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289 STIPULATION.

Filed January 27, 1947.

(Title Omitted.)

It is hereby stipulated by and between attorneys for the plaintiffs and attorneys for the defendants that the request for admission of facts filed by the defendants herein pursuant to Rule 36 of the Federal Rules of Civil Procedure and the reply of the plaintiffs to the request for admission of facts shall constitute the factual proof in this cause subject to the right of either plaintiffs or defendants to introduce such additional testimony as each may desire.

This 25th day of January, A. D., 1947.

(Sgd.) MIZE, THOMPSON & MIZE,
By R. W. THOMPSON, JR.,
(Sgd.) BIDWELL ADAM,
(Sgd.) ENGLISH LINDSEY,
Attorneys for Plaintiffs
(Sgd.) TOXEY HALL,
(Sgd.) JOHN W. SAVAGE,
Attorneys for Defendants.

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290 MOTION.

Filed January 27, 1947.

(Title Omitted.)

Come the following plaintiffs:

Eugene M. Murphy, Jr.
Nicholas S. Cuevas.
Eugene O. Adam.
Charles A. Lelong.
Joseph C. King.
William H. Softy.
John W. Rhoddie.
Charles R. Jenks.
Hervey Jerome McQuirter.
Denton B. Jordan.
Carl Crisp Campbell.
James O. Giles.
Howard O. Shipp.
Robert H. Holz.
Joseph S. Collins.
Sam Moody.
Herbert Paige.
William L. Ervin.
Owen A. Malley.
V. O. Wilder.
Wendell L. Ward.
Jesse M. Ward.
William R. Henslee.
Maragaret Alford.
Walter D. Moore.
Jacob H. Henn.
Clayton H. Myers.
Jack Braumiller.
Floyd I. Gill.
Charles F. Williams, Jr.
Thomas L. Moon.
Tom Brown.
Cecil B. Everett.
C. L. Roshore.
Harold W. Stevens.
Alton E. Creel.
Harry A. Schattgen.
David H. Hovey.
Robert E. Farrish.
Leroy S. Dubuisson
Leonell J. Arceneaux, now Mrs. P. G. Bernheim).
Joe Lee, Jr.
R. A. Van Scoter.
Paul C. Cutler.
Frederick F. Prout.
John Howard.
Eddie S. Spiers.
Thomas W. Egloff.
Fener Hall.
John W. O'Bryant.
Andrew B. Holder, Sr.
Stanford E. Morse, Jr.
L. W. Brodaus.
Charles A. Cox.
Gerald R. Rearick.

W. W. Dowdle.
W. T. Batson.
John E. Pearson.
Harry C. Fields.
Guy R. Wilson.
Werlein J. Niolet.
L. L. Bronson.
Emmett Dubuisson.
Walter N. Everett.
John Henry Bradley.
Vincent T. Crawley.
Robert Leeton.
Wilfred Stephen Lockyer.
John P. Pentecost, Jr.
Hervey McQuirter.
Escoe A. Brown.
Ralph C. Frazier.
Samuel L. Smith.
Thomas A. Williamson.
James H. Harrod.
Robert M. Norwood.
Frank H. Crout.
Edward E. King.
Herbert H. Robinson.
Paul W. Killinger.
E. D. Singleton, Jr.,
Vincent E. Shannon.
Thomas Webb.
Douglass W. Nash.
John B. Price.
Ferdinand J. Ladner.
James G. Donley.
C. V. McCall.
John W. Meek
Julian Bounds.
S. K. Day.
Florence M. Cuevas.
J. Warren Patterson.
George E. Morse
J. G. Gloss.
Thomas J. Herrin.
Daniel B. Watson.
Oliver J. Cuevas.
Clyde A. Netto.
J. H. Mims.
T. A. Williamson.
Philip J. DiNicola.
William J. Williams.
Milton J. Necause.
Harry R. Prout.
Leonard C. Larsen.
H. D. Broadus.
R. W. Kyzar.
Levi Cuevas.
Charles D. Waller.
Leon M. Ladner.
C. E. Hogue
Georgia Dorothy Day.
Lawrence Kilday, Jr.
Napoleon L. Cassibry.
Frank N. Taylor.
William R. Terry.
William W. Keeler.
Malcolm D. Watson.

and

William E. Bailey, Jr., and Bert L. Roberts, Interveners,

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and move the Court as follows:

1. That it enter, pursuant to Rule 56 of the Federal Rules of Civil Procedure, a summary judgment in each plaintiff's favor for the relief demanded in the Complaint, on the ground that there is no general issue as to any material fact and that plaintiff is entitled to a judgment as a matter of law.

2. If summary judgment is not rendered in each plaintiff's favor upon the whole case, or for all the relief asked and a trial is necessary, that the Court, at the hearing on the motion, by examining the pleadings and the evidence before it and by interrogating counsel, ascertain what material facts exist without substantial controversy and what material facts are actually and in good faith controverted, and thereupon make an order specifying the facts that appear without substantial controversy and directing such further proceedings in the action as are just.

This motion is based upon:

(a) The Complaint and Answer.

(b) Request for Admission of Facts filed by the defendants and plaintiffs' reply thereto.

(c) The stipulation filed in this cause between counsel for plaintiffs and counsel for defendants.

Respectfully submitted,
(Sgd.) W. ENGLISH LINDSEY,
(Sgd.) BIDWELL ADAM,
(Sgd.) MIZE, THOMPSON & MIZE,
By R. W. THOMPSON, JR.,
Attorneys for Plaintiffs.

293 United States District Court,
Southern District of Mississippi,
Gulfport, Mississippi,

Chambers of Sidney C. Mize, District Judge.

March 3rd, 1947.

Hon. Joe E. Brown, U. S. Atty.,
Jackson, Miss.

Hon. Bidwell Adam,
Gulfport, Miss.

Messrs. Mize, Thompson & Mize,
Gulfport, Miss.

Hon. English Lindsay,
Gulfport, Miss.

In Re: Murphy vs. M. T. Reed Const. Co., No. 401.

Gentlemen:

I heard the oral argument in the above matter some time ago and have done much outside research work myself and while the facts are fresh in my mind have concluded to tender judgment. I am of the opinion that the plaintiffs are entitled to the relief sought. That they were engaged in interstate commerce or so closely connected therewith as to be essential to carrying it on. The employer was engaged in commerce, and it would be impossible to cite all the applicable cases but I have studied them and have not overlooked any of the decisions from this circuit including the recent case of Phillips et al vs. Graham Aviation Co. decided Oct. 23rd, 1946. Applicable cases are Culver et al vs. Bell & Loff-

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land, 146 Fed. (2) 29; Schroeder Co. vs. Clifton et al, 154 Fed (2) 385; Tenn. Coal Co. vs. Muscoda Local, 321 U. S. 590; McLeod vs. Threlkeld, 319 U. S. 491, and the various authorities cited in these cases. All the cases are reviewed and there is such a multitude of them that all cannot be referred to herein. There is the Oil Well cases, one of which is a Supreme Court case holding that the employees in a wild cat field were covered even though a dry hole was produced. There is the new construction cases line, some holding no coverage, others holding coverage. I do not see that a brief would help me out very much now, but I am going to let judgment issue for the claimants and counsel may draw an order for the overtime worked and submit to me giving opposite counsel a copy thereof, and I will sign same if correct and in accord herewith, and then if defendants wish to file motion for new trial and brief thereon I will hear it fully. I have given much thought to this case, and giving the act that liberal construction that we must I think the facts of this case as agreed to and brought out on oral testimony show rather conclusively that the plaintiffs are entitled to recover.

I will make finding of fact and conclusions of law at the time I sign the order.

With kindest regards to all of you, I am,

Sincerely yours,

(Sgd.) S. C. MIZE.

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295 PLEA.

Filed March 4, 1947.

(Title Omitted.)

Come the defendants in the above-styled and numbered cause and by this plea invoke the statute of limitations as to liquidated damages demanded in this cause

by the hereinafter named plaintiffs, for the reason that their suit was not commenced within one year next after the cause of action, if any they had, accrued, as provided by the Mississippi Code of 1942, Section 731:

Plaintiffs:

Eugene O. Adam.
Margaret Alford.
Leonell J. Arcenaux.
W. T. Batson.
William E. Bailey, Jr.
Julian Bounds.
John Henry Bradley.
Jack Braumiller.
H. D. Broadus.
L. W. Broadus.
Escoe A. Brown.
Tom Brown.
L. L. Brunson.
Carl Crisp Campbell.
Napoleon L. Cassibry.
Charles A. Cox.
Vincent T. Crawley.
Alton E. Creel.
Frank H. Crout.
Florence M. Cuevas.
Levi Cuevas.
Nicholas S. Cuevas.
Oliver J. Cuevas.
Paul C. Cutler.
Georgia Dorothy Day.
S. K. Day.
Philip J. Dinicola.
James G. Donley.
W. W. Dowdle.
Emmett Dubuission.
Leon M. Ladnier.
Leonard C. Larsen.
Robert Leeton.
Charles A. Lelong.
Wilford Stephen Lockyer.
C. V. McCall.
Hervey Jerome McQuirter.
Hervey McQuirter.
Owen A. Malley.
J. E. Meek.
John W. Meek.
Joseph H. Mims.
Thomas L. Moon.
Sam Moody.
Walter D. Morse.
George E. Morse.
Stanford E. Morse, Jr.
Eugene M. Murphy, Sr.
Clayton H. Myers.
Douglas W. Nash.
Milton J. Necaise.
Clyde A. Netto.
Werlein J. Violet.
Robert N. Norwood.
John W. OBryant.
Herbert Paige.
J. Warren Patterson.
John E. Pearson.
John P. Pentecost.
John B. Price.

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Leroy S. Dubuisson.
Thomas W. Egloff.
W. L. Ervin.
Cecil B. Everett.
Walter N. Everett.
Robert E. Farish.
Guy H. Farnham.
Harry C. Fields.
Ralph C. Frazier.
James O. Giles.
J. G. Glass.
Floyd I. Gill.
John Z. Gloss.
Fener Hall.
James H. Harrod.
Thomas J. Herrin.
Jacob H. Renn.
William R. Henslee.
C. E. Hogue.
Andrew B. Holder, Sr.
Robert H. Holz.
David N. Hovey.
John Howard.
Charles R. Jenks.
Denton B. Jordan.
William W. Keeler.
Lawrence Kilday, Jr.
Paul W. Killinger.
Edward E. King.
Joseph C. King.
R. W. Kyzar.
Ferdinant J. Ladner.
Harry R. Prout.
Frederick F. Prout.
Gerald R. Rearick.
Bert L. Roberts.
Herbert H. Robinson.
John W. Rhoddie.
C. L. Roshore.
Harry A. Schattgen.
R. A. Van Scottar.
Vincent E. Shannon.
Howard O. Shipp.
H. D. Singleton, Jr.
Samuel L. Smith.
T. A. Williamson.
William H. S. Ofty.
E. P. Spiers.
Eddie S. Spiers.
Harold W. Stevens.
Frank N. Taylor.
William B. Terry.
Charles D. Waller.
Jesse M. Ward.
Wendell L. Ward.
Daniel B. Watson.
Malcolm D. Watson.
Thomas Webb.
V. O. Wilder.
Charles F. Williams.
Thomas A. Williamson.
William J. Williams.

JOSEPH E. BROWN,
United States Attorney.
(Sgd.) By JOHN W. SAVAGE,
(John W. Savage)
Assistant.

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297 ORDER.

Filed March 7, 1947.

C. O. B. 3, p. 699.

(Title Omitted.)

The Motion of the defendants invoking the statute of limitations as to liquidated damages demanded in this cause by plaintiffs herein, coming on to be heard, and the Court having heard and considered the same, is of the opinion that the said statute of limitations does not apply in this case and therefore, the said motion should be and it is hereby overruled.

Ordered and adjudged, this the 5th day of March, 1947.

(Sgd.) S. C. MIZE,
Judge, U. S. District Court.

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298 JUDGMENT.

Filed April 3, 1947.

C. O. B. 3, P. 709.

(Title Omitted.)

This cause this day came on to be heard on the complaint, answer, stipulation of facts, and oral testimony, and the Court, having heard the arguments of counsel and considered said cause fully, and having made its findings of fact and conclusions of law, it is hereby

Ordered, Adjudged And Decreed that the hereinafter named plaintiffs recover of and from the defendants, M. T. Reed, T. L. Reed, Jr., Mrs. M. T. Reed, Mrs. T. L. Reed, Jr., and Mrs. S. S. Hairston, doing business as M. T. Reed Construction Company, the amounts opposite each plaintiff's name, plus an additional amount of fifteen (15%) per cent of such amounts as attorneys' fees:

Name	Amount of Overtime Due and Liquidated Damages	Attorneys Fees @ 15%	Total
Adam, Eugene O.....	768.92	115.34	884.26
Alford, Margaret	129.30	19.39	148.69
Arceneaus, Leonell J.....	337.24	50.58	387.82
Batson, W. T.	3,517.54	527.63	4,045.17
Bailey, William E. Jr....	3,734.96	560.23	4,295.19
Bounds, Julian	149.06	22.35	171.41
Braumiller, Jack	1,382.02	207.30	1,589.32
Broadus, H. D.	54.24	8.13	62.37
Broadus, L. W.....	162.72	24.40	187.12
Broadus, Rufus R.	144.64	21.69	166.33
Brown, Escoe	609.82	91.47	701.29
Brunson, L. L.	2,574.20	386.12	2,960.32

Name	Amount of Overtime Due and Liquidated Damages	Attorneys Fees @ 15%	Total
Campbell, Carl Crisp....	1,022.88	153.42	1,176.30
Cassibry, Napoleon L....	1,031.68	154.75	1,186.43
Collins, Joseph S.	122.28	18.34	140.62
Cox, Charles A.	253.12	37.96	291.08
Crawley, Vincent T.....	2,144.40	321.66	2,466.06
Creel, Alton E.	1,806.75	271.01	2,077.77
Crout, Frank H.	2,422.44	363.36	2,785.80
Cuevas, Florence	809.08	121.36	930.44
Cuevas, Levi	72.32	10.84	83.16
Cuevas, Nicholas S.....	415.84	62.37	478.21
Cuevas, Oliver J.	126.56	18.98	145.54
Cutler, Paul C.	276.40	41.46	317.86
Day, Georgia D.	197.12	29.56	226.68
Day, S. K.	2,686.36	402.95	3,089.31
Dinicola, Philip J.	687.04	103.05	790.09
Donley, James	534.32	80.14	614.46
Dowdle, W. W.	1,743.52	261.52	2,005.04
Dubuisson, Emmett	771.60	115.74	887.34
Dubuisson, Leroy S.....	1,004.38	150.65	1,155.03
Egloff, T. W.	1,178.22	176.73	1,354.95
Ervin, W. L.	216.96	32.54	249.50
Everett, Cecil B.	2,457.82	368.67	2,826.49
Everett, Walter N.....	540.32	81.04	621.36
Farish, Robert E.	4,005.84	600.87	4,606.71
Farnham, Guy H.	73.20	10.98	84.18
Fields, Harry C.	1,173.80	176.07	1,349.87
Frazier, Ralph C.....	1,886.08	282.91	2,168.99
Gill, Floyd I.	235.04	35.25	270.29
Giles, James O.	980.82	147.12	1,127.94
Gloss, John Z.	8,743.44	1,311.50	10,054.94
Hall, Fenner	253.12	37.96	291.08
Harod, James	2,966.22	444.93	3,411.15
Herrin, Thomas J.	234.14	35.12	269.26

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Name	Amount of Overtime Due and Liquidated Damages	Attorneys Fees @ 15%	Total
Henslee, William R.....	271.20	40.68	311.88
Henn, Jacob H.	289.28	43.39	332.67
Hogue, C. E.	3,452.70	517.90	3,970.60
Holder, Andrew B., Sr...	233.70	35.05	268.75
Holz, Robert H.	1,295.44	194.31	1,489.75
Hovey, David H.	3,488.00	517.20	3,965.20
Howard, John	681.12	102.16	783.28
Jenks, Charles R.	1,460.16	219.02	1,679.18
Jordan, Denton B.	268.50	40.27	308.77
Keeler, William E.	1,952.24	292.83	2,245.07
Kilday, Lawrence, Jr....	446.58	66.98	513.56
Killinger, Paul W.....	1,791.34	268.70	2,060.04
King. Edward E.	611.64	91.74	703.38
King, Joseph C.	1,539.80	230.97	1,770.77
Kyzar, R. W.	963.36	144.50	1,107.86
Ladner, Ferdinand J....	736.96	110.54	847.50
Ladnier, Leon M.	783.76	117.56	901.32
Larsen, Leonard C.	326.44	48.96	375.40
Leeton, Robert	1,023.72	153.55	1,177.27
Lelong, Charles A.....	1,203.16	180.47	1,383.63
Lockyer, Wilfred S.	1,403.42	210.51	1,613.93
McCall, C. V.	928.96	139.34	1,068.30
McQuirter, Hervey J.....	361.36	54.20	415.56
McQuirter, Hervey	1,636.50	245.47	1,881.97
Malley, Owen A.	732.24	109.83	842.07
Meek, J. E.	917.58	137.63	1,055.21
Mims, Joseph H.....	412.10	61.81	473.91
Moon, Thomas L.	291.76	43.76	335.52
Moody, Sam	785.78	117.86	903.64
Moore, Walter D.	615.72	92.35	708.07
Morse, George E.	179.68	26.95	206.63
Morse, Stanford E., Jr...	194.52	29.17	223.69
Murphy, Eugene M., Jr..	2,635.44	395.31	3,030.75

Name	Amount of Overtime Due and Liquidated Damages	Attorneys Fees @ 15%	Total
Myers, Clayton H.....	641. 84	96.27	738.11
Nash, Douglas W.	1,612.74	241.91	1,854.65
Nacaise, Milton J.....	76.66	11.49	88.15
Netto, Clyde A.	991.14	148.67	1,139.81
Niolet, Werlein J.....	1,002.58	150.38	1,152.96
Norwood, Robert M.....	339.78	50.96	390.74
O'Bryant, John M.	263.12	39.46	302.58
Paige, Herbert	253.12	37.96	291.08
Pearson, John E.	3,367.88	505.18	3,873.06
Pentecost, John P.	1,831.44	274.41	2,106.15
Price, John B.	192.42	28.86	221.28
Prout, Harry R.	654.84	98.22	753.06
Prout, Frederick F.	574.00	86.09	660.09
Rearick, Gerald R.	1,839.04	275.84	2,114.88
Roberts, Bert L.	4,850.64	727.59	5,578.23
Robinson, Herbert H.....	231.34	34.70	266.04
Roddie, John W.	1,268.36	190.25	1,458.61
Roshore, C. L.	3,353.70	503.05	3,856.75
Schattgen, Harry A.	993.10	148.96	1,142.06
Van Scottar, R. A.....	760.88	114.13	875.01
Shannon, Vincent E. ...	1,528.20	229.23	1,757.43
Shipp, Howard O.	705.12	105.76	810.88
Singleton, H. D., Jr.....	1,234.76	185.20	1,419.96
Smith, Samuel L.	614.20	92.13	706.33
Softy, William H.	1,514.24	227.13	1,741.37
Stevens, Harold W.	596.92	89.53	686.45
Taylor, Frank N.....	1,957.52	293.62	2,251.14
Terry, William R.	1,607.98	241.19	1,849.17
Waller, Charles D.	271.20	40.67	311.87
Ward, Jessie	650.50	97.56	748.06
Ward, Wendall	163.56	24.53	188.09
Watson, Daniel	624.22	93.63	717.85
Watson, Malcolm D.	2,386.30	357.94	2,744.24

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Name	Amount of Overtime Due and Liquidated Damages	Attorneys Fees @ 15%	Total
Webb, Thomas	795.52	119.32	914.84
Wilder, V. O.	289.28	43.39	332.67
Williams, Charles F.....	568.94	85.34	654.28
Williamson, Thomas A...	1,414.34	212.15	1,626.49
Williams, William J.....	198.88	29.83	228.71
Wilson, Guy R.	741.28	111.19	852.47
Totals	$133,473.52	$20,050.43	$153,493.95

It is further,

Ordered, Adjudged And Decreed that the plaintiffs recover all costs in this action, accrued and to accrue, for all of which let execution issue. It is further,

Ordered. Adjudged And Decreed that in the event of an appeal on the part of the defendants, the plaintiffs and each of them shall recover an additional amount of five (5%) per cent on the total overtime and liquidated damages as additional attorneys' fees.

Ordered, Adjudged And Decreed this 1st day of April, A. D., 1947.

(Sgd.) S. C. MIZE,
United States District Judge.

FINDINGS OF FACT AND CONCLUSIONS OF LAW.

305 Filed April 3, 1947.

(Title Omitted.)

This cause came on for final hearing, and the Court, having heard the evidence and considered the stipula-

tion of the parties, finds the facts and states the conclusions of law as follows:

Findings of Fact.

The M. T. Reed Construction Company, hereinafter referred to as the Contractor, is a partnership which was organized in 1939 and which has its central office at Belzoni, Mississippi. The members of the partnership are M. T. Reed, Mrs. M. T. Reed, Mrs. S. S. Hairston, T. L. Reed, Jr., and Mrs. T. L. Reed, Jr. The only active partners are M. T. Reed and T. L. Reed, Jr. Although M. T. Reed Construction Company is engaged in the general contracting business, its principal business at the present time is the maintenance and operation of the Naval Advance Base Depot at Gulfport, Mississippi.

On April 16, 1942, the Chief of the Bureau of Yards and Docks, Navy Department, addressed a "letter of intent" to the Contractor, authorizing it to begin construction of an Advance Base Depot and Camp for Construction Battalions at Gulfport, Mississippi. The Advance Base Depot, as its name implies, is a depot for the receiving of materials and equipment from all parts of the United States for storage, assembly and reshipment to advance bases for construction battalions (Seabees) located in the various theaters of war throughout the world. The Camp for Construction Battalions, while a part of the construction project, is separate and distinct from the Depot. It is a training camp for Navy personnel. The formal agreement providing for such construction, Contract NOy-5528, a cost-plus-a-fixed-fee contract between the Navy Department and the Contractor, was executed on September 18, 1942.

Shortly after entering into the agreement for the construction of the Depot and Camp, the Contractor en-

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tered into another contract with the Bureau of Yards and Docks, Navy Department, for the maintenance and operation of the Advance Base Depot which it was constructing at Gulport. This agreement, which is also a cost-plus-a-fixed-fee contract, is designated as Supplemental Agreement No. 1 to Contract NOy-5528. The "letter of intent" authorizing the commencement of work under this contract was dated June 20, 1942, and the formal agreement was executed on October 16, 1942.

Separate organizations were maintained by the Contractor in performing work under each of the contracts. Employees working under the original or construction contracts were known on the project as "construction" employees and were carried on the "construction" payroll. Employees working under the supplemental agreement or maintenance and operation contract were known as "maintenance and operation" employees, or more popularly as "M & O" employees. These employees were carried on the "M & O" payroll which was separate and apart from the "construction" payroll. However, from July 1, 1942, the date operations began under the "M & O" contract, until June 29, 1943, the date of final completion of construction work, both "construction" and "M & O" were carried on concurrently at the same project. However, regardless of designation as "construction" or "M & O", all of the plaintiffs herein employed a substantial part of their time in performing duties relating to interstate commerce.

The preliminary work incident to the construction of the project was begun in the latter part of April, 1942, and actual construction work in the field began approximately May 15, 1942. Construction of the project was completed on April 6, 1943, and the office work pertaining to construction was finally completed on June 29,

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1943. There were approximately 5,000 employees engaged in construction work during the peak period.

The entire project covers roughly 1,150 acres and is located about three miles from the heart of Gulfport, Mississippi. The more important facilities at the Advance Base Depot are:

"M & O" Administration Building: This building houses the administrative and clerical staff of "M & O". Here all office work pertaining to "M & O" is performed, which includes the necessary clerical work relating to the receiving of material and equipment from all parts of the country and its subsequent assembly and reshipment to the various theaters of war. In addition, there are located in this building the offices of the Navy Officer-in-Charge and the Navy Auditor. This building was first occupied on or about July 1, 1942.

"M & O" Warehouses: There are seven large warehouses, measuring 100′ x 500′, used by "M & O" for the storage of material and equipment received from points throughout the United States which is awaiting reshipment to advance bases all over the world. It appears that at least four of these warehouses were constructed and in use by September 3, 1942 and that all warehouses were complete and accepted by the Navy on October 8, 1942.

Open Storage Area: This area covers approximately 90 acres and is used by "M & O" for the storage of materials and heavy equipment out-of-doors, which has been shipped into the Depot from many states and which is awaiting reshipment to bases throughout the world. The area has a network of roads which intersect in a rectangular pattern at 100′ intervals to afford efficient

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ingress and egress to the storage area. Goods were first stored in this area some time in June, 1942.

Railroads: The principal railroad of the Depot traverses the project near its northern boundary in an East-West direction. It connects with the Gulf and Ship Island Railroad, which is a branch of the Illinois Central System, and enters the Depot from the East. From this main line, several spur tracks stem in the southwesterly direction to the various "M & O" warehouses and open storage area. This railroad with its spur tracks was constructed by the Contractor and apparently was first used as an instrumentality of interstate commerce on June 3, 1942. On that date a carload of nails arrived at the Depot by rail from the Keystone Wire and Steel Company, Peoria, Illinois. The Contractor's record of this shipment is shown by Voucher No. 55, Purchase Order No. 56. Subsequent to that date interstate shipments of materials by rail were regularly received by the Contractor. All construction material, as well as material and equipment handled by "M & O", was received and shipped over this railroad.

Another railroad traverses the project from East to West along the southern boundary of the Depot. This railroad was used primarily to transport Navy Personnel to and from the Camp and virtually no freight was moved in or out of the Depot. Under its "M & O" contract, the Contractor maintains and operates all railroads at the Depot.

Contractor's Office: This office was a temporary structure used during the construction period to house employees who performed the office work relating to construction. The work performed included the purchasing and ordering of construction materials both from within and without the State of Mississippi. During the con-

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struction period over 2850 purchase orders were issued, and over 4500 vouchers were prepared in connection with the payment of such purchases. Bids were prepared and sent to prospective vendors in Mississippi and other states. Purchase orders were prepared and sent to the successful bidders.. It is estimated that approximately 40% of the dollar value of the purchase orders were issued to out-of-state vendors. Upon receipt of the materials, receiving and inspection reports were checked against the purchase orders and invoices, reimbursement vouchers were made up, and checks prepared and mailed to the vendors. Receipted invoices and canceled checks were audited as a final check on the payment of the items purchased. Regular contact was maintained with vendors and prospective vendors by telephone, telegraph, and mail. In addition, records pertaining to all construction employees were maintained in this office, including time, payroll, social security, and war bond records. This building was occupied by construction personnel from about June 1, 1942, to January 10, 1943. After construction work was completed, this Contractor's office was remodeled and used as a barracks for the Waves during the period covered herein.

Contractor's Warehouse and Lumber Yard: During the first portion of the construction period, or from approximately June 1, 1942 to December 1, 1942, all materials and equipment used in the construction of the project were stored in or near the Contractor's warehouse, which was used only for the storage of such material. It is located in the North Central portion of the project and is adjacent to the main railroad which traverses the North section of the Depot. The seven warehouses mentioned above were used to store maintenance and operations supplies and materials used in the maintenance of the Depot, and a second Contractor's warehouse was built at the extreme West end of the railroad

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which traverses the reservation from east to west along the South boundary line. This second warehouse was used for the storage of material used in the construction of the Depot until the completion of the construction program.

The Lumber Yard was located in an area immediately North of the first contractor's warehouse and a spur track which connects with the principal East-West track ran through this yard to facilitate the unloading of lumber. Both construction lumber and export lumber were stored in this yard until the construction of the second contractor's warehouse, at which time this lumber yard was devoted exclusively to storage of export lumber and a new location for the storage of construction lumber was used adjacent to the second contractor's warehouse.

The Camp for Construction Battalions is separate and distinct from the Depot. This camp is located roughly in the southwest section of the project. The installations in this area include those of the usual training camp, such as barracks, mess halls, recreation centers, training workshops, etc. This camp was constructed in six "areas", that is, an area for each battalion. Although the contractor constructed this camp under its construction contract, nevertheless, since the completion of the construction work, the camp has been operated entirely independent and apart from the Depot, and the contractor performs only a small amount of maintenance work in connection with its operation. Originally, the camp was occupied by Construction or "Seabee" battalions. Thereafter, the camp was operated as a training center during the time herein covered for the regular Navy and is known as the U. S. Naval Training Center.

In addition to the construction work at the project site, the contractor constructed two other minor facilities un-

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der its construction contract: (1) A rifle range approximately 25 miles north of Gulfport in the De Soto National Forest, which was used by Navy Personnel in training at the camp in Gulfport, and (2) an ammunition storage depot at Biloxi, Mississippi, which is used by the Coast Guard. Construction of the rifle range began approximately November 7, 1942, and was completed on January 16, 1943. The ammunition storage depot was constructed during the period from January 27, 1943 to February 27, 1943. All materials used in constructing these two facilities were taken from stock on hand at the Gulfport project and delivered to the rifle range or ammuntion depot by truck from that point.

Actual performance of the "M & O" contract began on or about July 1, 1942, which is the date on which the first payroll was set up for employees hired under this contract. However, for a period of approximately one month prior to this date the contractor began certain maintenance and operations work which was carried on by certain employees on the construction payroll. The original "M & O" contract was terminated on July 31, 1944. However, since August 1, 1944, the Contractor has continued to carry on the same functions with the same personnel under a new contract. Roughly 800 employee were employed during the peak of operations under the original contract.

The function of the contractor in carrying out its maintenance and operations contract is succinctly set forth in the contract itself which provides:

"Work to be Done.

* * * * * *

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"Purchase, assembly, fabrication, testing, and preparation of materials and equipment for Advance Bases and operation and maintenance of Advance Depot."

The officials of the contractor state that only a small amount of miscellaneous items have been fabricated in the performance of the contract. Under this contract, the Contractor operates the Depot. All operations are conducted for the benefit of the Navy and under a cost-plus-a-fixed-fee contract. The Contractor works in close cooperation with the Navy and the Navy maintains a general supervision of the work through the Officer-in-Charge and his staff.

The Depot at Gulfport is one of four in the United States, the other three being located at Davisville, Rhode Island, Hueneme, California, and Tacoma, Washington. From July 1, 1942 to the early part of January, 1943, according to information furnished by George C. Svutt, Chief Accountant, the Contractor purchased a substantial amount of material and equipment, which passed through the depot on its way to foreign points of ultimate delivery. It is estimated that during this period the Contractor purchased approximately $2,500,000 worth of such goods. All purchases were made, of course, on the basis of the requirements of the Bureau of Yards and Docks, Navy Department, and in fact during this period the contractor regularly received instructions from the Bureau in Washington regarding the purchases to be made. Since all such purchases were made for the Navy, title to the goods shipped under commercial bill of lading vested in the Government upon arrival at the Depot. Substantial quantities of goods purchased were also shipped on government bills of lading. Of course, all purchases were reimbursable items under the contract. More than 90% of the items were delivered to the depot from extra-state points of origin. In addition to the ma-

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terial and equipment purchased by the Contractor a large part of such goods moving through the depot was purchased by the other depots at Davisville and Hueneme for delivery to Gulfport.

Hundreds of items were and are handled by the Contractor in these depot operations. They consist of construction equipment, machinery, materials and supplies; in general, everything needed to equip a Seabee Battalion overseas.

Since the early part of January, 1943, the Contractor no longer purchases a substantial amount of the goods moving through the base. Purchases are now limited to small "fill-in" items needed to complete a shipment. In January, 1943, a central purchasing office was set up in Chicago to handle the purchases of goods for all three bases. This office is operated by other cost-plus-fixed-fee contractors and the Contractor has no part in its operation.

During the period July 1, 1942 to January, 1943, briefly, the depot was operated in the following manner:

The Contractor in many instances sent requests for bids to various prospective vendors of items which were to be purchased. These requests were sent to points throughout the United States. In the majority of cases, due to the urgent need for the goods to be purchased, no formal request for bids were sent to prospective vendors, rather, vendors were contacted by telephone, telegraph and mail and the order was placed with the vendor who could supply the items needed.

In each case, however, where the Contractor purchased the goods, a purchase order was prepared and mailed

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to the vendors, over 90% of whom were located outside of Mississippi.

Before the goods were received, the Contractor customarily and regularly contacted the vendors by telephone, telegraph and mail to expedite the shipment of the ordered materials and equipment. Expediting was an important function as speed in delivery was of the essence.

The goods purchased by the Contractor, as well as those purchased by Davisville and Hueneme for delivery to Gulfport, were shipped to the Depot by rail and motor freight from the various vendors throughout the country; upon arrival at the depot, the materials and equipment were unloaded by the Contractor's M & O employees. The materials so received were checked by both the Contractor's material checkers and the Navy material checkers to see that the shipments were correct. These material checkers prepared a receiving and inspection report or "R & I" report, which would reflect the amount and quality of the items received.

Most of the goods so received were stored either in one of the seven large warehouses or in the open storage areas. The period of storage in the depot varied from a few days to several months. However, incoming and outgoing shipments were of daily occurrence so that a steady stream of goods was constantly flowing through the depot.

Upon receipt of the materials and equipment purchased by the Contractor during this period, the "R & I" reports were turned over to the Accounting Department located in the "M & O" Administration Building. Here the "R & I" reports were checked against the purchase orders

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to see that the proper items were received. The vendors were then notified of any deficiency. Upon receipt of the invoices from the vendors, they were checked against the "R & I" reports and purchase orders, and, if found in order, the invoices were placed in line for payment. A voucher was made up and a check prepared and mailed to the vendor. All purchases and the payment therefor were required to be approved by the Navy through the office of the Officer-in-Charge and the Navy Auditor. This approval was for reimbursement to the contractor, and this was given in a post audit not in advance of payment to the vendors.

A remittance acknowledgment and the original invoice were sent to the vendors along with the check, and upon receipt of payment the vendors mailed the signed remittance acknowledgment and the receipted invoice back to the Contractor. As a final check, all canceled checks including those given to vendors were checked against the vouchers and the bank statement.

Paid invoices were sent to the Navy Auditor each week for reimbursement. The Navy Auditor, in turn, prepared a weekly public voucher, which was sent to Washington each week to obtain reimbursement for the expenditures of the Contractor.

An inventory of the materials from States throughout the Union has been maintained at all times so that the Navy will always know what items are on hand. An inventory clerk records the items received in an inventory record from the "R & I" reports that it received. A record is also kept of all materials withdrawn for shipment to advance bases so that a perpetual inventory of all materials and supplies is maintained. Each week a weekly inventory report is prepared. Prior to January, 1943, this report was sent to the Bureau of Yards and

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Locks in Washington. Subsequent to January, 1943, it was sent to the central purchasing office in Chicago.

Directions were received daily from Washington for the shipment of materials and equipment on hand at the depot to advance bases throughout the world. From these directions the Engineering Department prepares a shipping list. This list is turned over to Field Operations which, in turn, physically prepares the goods for shipment and ships them to the various theaters of war. In preparing the goods, Field Operations assembles them in the proper group for shipment and place packs any materials that require it. Many items must be specially crated for overseas shipment. Crates are produced and assembled from rough lumber at a crating shed in the depot. It is also the duty of the Contractor under the "M & O" contract to check and test all mechanical equipment which is to be exported to see that it is operating properly free from any mechanical deficiency. Minor defects are repaired by a regular repair crew employed for that purpose. Electrical equipment is likewise tested to see that it is functioning properly.

Subsequent to January, 1943, since the Contractor no longer purchases the material received, upon receipt of the goods at the depot, the Contractor prepared an "R & I" report on each shipment and a copy of this report is sent either to Chicago, Davisville, or Hueneme, whichever happens to be the purchaser. The inventory is maintained as described above and the shipment of goods has continued to be handled in substantially the same manner.

The usual records are kept for all "M & O" employees, including time, payroll, War Bond, and Social Security records.

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A daily record of the hours worked by employees paid on an hourly basis was maintained in the form of daily time sheets. These sheets were kept by time-keepers and were checked for accuracy by time-checkers, who were under the supervision of the Navy Auditor. None of the "hourly" employees for whom such records were maintained are involved in this litigation.

Salaried employees, including those who are parties to this suit, generally checked "in" and "out" on a daily attendance record, which corresponded to the daily time sheets kept on "hourly" employees in the field. These attendance records were also checked for accuracy by time-checkers, who were under the supervision of the Navy Auditor, and accurately reflected the actual hours worked.

A permanent payroll record was prepared from the daily time sheets and the daily attendance records. This payroll record reflected the hours worked, gross earnings, deductions and net earnings for each employee. During the period July 8, 1942 through November 10, 1942, the hours worked by salaried employees were inaccurately recorded on the payroll with 8 hours work whenever he worked a full day of 8 hours or more. The actual hours worked were shown on the daily attendance record. However, an employee was only given credit for 8 hours on the payroll. When an employee worked less than 8 hours, the correct number of hours worked was recorded. Beginning on November 11, 1942, the hours recorded on the payroll records were substantially correct.

The payroll week or work week for "construction" employees ran from Wednesday through Tuesday. The payroll week or work week for "M & O" employees for

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approximately the first three months was also Wednesday through Tuesday. However, beginning with the week ending October 11, 1942, the "M & O" payroll week or work week was changed to Monday through Sunday. The daily time sheets, daily attendance records and payroll records were at all times maintained in accordance with the instructions of the Officer-in-Charge and any changes in the manner of keeping those records were effected as a result of his direction.

In considering the manner in which salaried employees were paid, we are concerned only with the period subsequent to July 8, 1942, since the complaint filed in this cause alleges that the employee-plaintiffs were properly compensated prior to that date and no claim is made for overtime compensation prior to July 8, 1942.

During the period from July 8, 1942 to November 3, 1942, salaried employees received a so-called "basic salary" for a minimum work week of 8 hours a day, six days a week. In other words, an employee received his so-called salary six days a week. If an employee was absent one day he was "docked" one-sixth (1/6) of his "basic salary", and in the event he worked less than a full day he was "docked" one-quarter of a day's pay. On the other hand, if an employee worked on Sunday, which was normally a day of rest, and thereby worked seven days during the week, he was given an additional one-sixth (1/6) of his "basic salary" for a minimum of 8 hours worked on Sunday. Thus there was no "guaranteed salary" to these employees.

During the work week November 4, 1942 to November 10, 1942, a change occurred in recording total time worked during the work week on the payroll record. Instead of showing a full week's work of six days as "6/6", the records displayed "48" hours (6 days x 8

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hours a day) as a total. Where an employee worked only five days the record showed 40 hours (5 days x 8 hours a day" rather than "5/6" as a total. There was no change in the manner of payment of so-called salaried employees for this work week other than this one record-keeping difference.

Beginning on November 11, 1942, the Officer-in-Charge directed a change in the method of compensating so-called salaried employees. Their so-called "Basic Salary" was based on a 48-hour work week, Monday through Saturday. Thus, an employee received his so-called "Basic Salary" provided that he worked 48 hours during a work week. In the event an employee worked in excess of the 48 hours, he was paid 1/48 of his "Basic Salary" for each hour worked in excess of 48. Likewise, where the employee worked less than 48 hours a week, 1/48 of his "basic salary" was deducted for each hour he failed to work. Also, beginning on November 11, 1942, the payroll accurately reflected the hours worked by the employees and they were paid for all hours actually worked.

Beginning on March 1, 1943, the contractor, acting on instructions from the Officer-in-Charge, began paying double time for hours worked on the seventh consecutive day worked in the work week. Otherwise, the method of payment remained the same as that for the preceding period. Thus, during this period an employee received his regular hourly rate for each hour worked for the first six days of the work week, and double his regular hourly rate for each hour worked on the seventh consecutive day in the work week. Employees did not ordinarily work seven days a week, and work on the seventh consecutive day of the work week had to be approved by the Officer-in-Charge.

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During the period from July 8, 1942 to August 22, 1943, a number of the claimants were employed on a so-called "basic salary" of $75.00 per week or more. In accordance with instructions of the Naval Officer-in-Charge, such weekly compensation was intended to compensate the employee for all hours worked in the work week, provided the employee worked at least the regularly scheduled work week of 48 hours. Accordingly, such employees were employed with the understanding that their salaries were to compensate them for all hours worked, with the further proviso that if they did not work the full 48 hours scheduled, their compensation for that work week would be reduced by one-forty-eighth (1/48) for each hour of the scheduled work week lost or not worked.

On August 22, 1943, the Contractor on instructions from the Officer-in-Charge began compensating all salaried employees in acordance with Circular Letter 139-43 of the Navy Department, dated May 27, 1943.

According to this Circular letter, all non-manual salaried employees are placed in two categories, namely, "A" and "B". The category "A" employees are those classified as executive, administrative, or professional employees in accordance with Regulations, Part 541, of the Wage and Hour Division. They receive only their regular weekly salary without regard to the number of hours worked. Category "B" represents the routine or non-exempt office employees. It does not appear that any of the category "A" employees are involved in these suits subsequent to August 22, 1943. Category "B" employees under the terms of the Circular Letter receive a so-called salary which is based on a 48-hour week. This salary consists of a regular rate of pay for the first 40 hours and time and one-half the regular rate for the

8 hours in excess of 40. An employee receives time and one-half for all hours worked in excess of 40 and is likewise docked at the rate of one and one-half times his regular rate for all hours he fails to work between 40 and 48 hours and is docked at straight time for all hours he fails to work less than 40.

It becomes apparent from the foregoing facts that it was never the intention of the contracting parties that the Advance Base Depot should be of, or partake of, the nature of an intrastate project but rather that from its inception it would be and was used wholly in interstate and foreign commerce. There never was a period when there was any work done which was wholly intrastate. As the railroad track from the depot to the wharves of the Port of Gulfport was completed and buildings constructed, goods began arriving to be checked, tested and shipped to our armed forces throughout the world. None of these goods "came to rest", in the legal sense, at the base but remained "in the stream of commerce" until they reached their destination which was outside Mississippi. Since the work at the entire base was so completely integrated with interstate commerce and since all of the employees were changed around from time to time in different phases of work, each was engaged a substantial portion of his time and work in interstate commerce.

The employer concededly was engaged in interstate commerce and each of these plaintiffs herein were either engaged directly in interstate commerce, or the production of goods for commerce, or so closely connected therewith as to be essential to carrying it on and were "engaged in commerce". The very warehouses which were built for the purpose of temporarily housing machinery, supplies, etc. until ships were available were "instru-

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mentalities of commerce". All the work was so closely interrelated and interdependent and speed and efficiency so essential to the country's war effort that the depot could not have functioned for the purpose intended without each of the plaintiffs, and those situated in like regard, performing his individual job.

Conclusions of Law.

I. The Court has jurisdiction

II. Plaintiffs and defendants were engaged in commerce as defined under the Act.

III. That the contractor received no insulation from the Act through government contracts.

IV. That none of the plaintiffs herein fall within the exemption provided under Section 13 (a) (1) of the Fair Labor Standards Act.

V. That the plaintiffs herein and each of them are covered by Sections 6 and 7 of the Fair Labor Standards Act.

VI. That the plaintiffs and each of them are entitled to recover time and half time for all overtime and an equal amount as liquidated damages and reasonable attorney's fees. That a reasonable attorney fee is fifteen (15%) per cent of amount of recovery in addition, and in event of appeal, then an additional five (5%) per cent as attorney's fees.

This the 31st day of March, A. D., 1947.

(Sgd.) S. C. MIZE,
United States District Judge.

329 MOTION FOR A NEW TRIAL.

Filed April 9, 1947.

(Title Omitted.)

Come the defendants, M. T. Reed, T. L. Reed, Jr., Mrs. M. T. Reed, Mrs. T. L. Reed, Jr., and Mrs. S. S. Hairston, by Joseph E. Brown, United States Attorney, and move the Court for a new trial, and assign the following reasons:

1. The finding was contrary to the evidence.

2. The finding was contrary to the law.

3. The Court erred in holding the defendants were engaged in commerce as defined under the Act.

4. The Court erred in holding that none of the plaintiffs herein fall within the exemption provided under Section 13 (a) (1) of the Fair Labor Standards Act.

5. The Court erred in holding that the plaintiffs herein and each of them are covered by Sections 6 and 7 of the Fair Labor Standards Act.

6. The Court erred in holding that the plaintiffs and each of them, are entitled to recover time and half time for all overtime and an equal amount as liquidated damages, and reasonable attorney's fees.

7. And for other grounds to be argued.

JOSEPH E. BROWN,
United States Attorney.
(Sgd.) By JOHN W. SAVAGE,
(John W. Savage)
Assistant.

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Filed May 12, 1947.

330 (Title Omitted.)

C. O. B. 3, p. 719.

Came on to be heard the motion of the defendant for a new trial and the Court having fully considered same is of the opinion that said motion should be overruled.

It is therefore ordered by the Court that the motion of the defendant for a new trial be and the same is hereby overruled to which the defendants excepted.

Ordered this the 10th day of May, 1947.
(Sgd.) S. C. MIZE,
Judge.

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331 NOTICE OF APPEAL.

Filed August 7, 1947.

(Title Omitted.)

To: Messrs. Mize, Thompson & Mize, W. English Lindsey, Bidwell Adam, Attorneys of record for plaintiffs in the above-styled and numbered cause.

You will take notice that the defendants, M. T. Reed Construction Company, et al, feel aggrieved at the judgment entered in the above numbered cause on April 1, 1947 and the order overruling motion for new trial, dated May 10, 1947, and are appealing from said judgment and order to the Circuit Court of Appeals for the Fifth Circuit, at New Orleans, Louisiana.

Within the time required by law, the appellant will prepare and transmit the necessary records to the said Circuit Court of Appeals for the Fifth Circuit, and will do all other things necessary to effect said appeal within the time and in the manner required by law and the rules of the Court.

This the 5th day of August, 1947.

JOSEPH E. BROWN,
United States Attorney.
(Sgd.) By JOHN W. SAVAGE,
(John W. Savage)
Assistant, Attorneys for
Appellants.

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332 APPEAL BOND.

Filed Sep. 29, 1947.

(Title Omitted.)

M. T. Reed, T. L. Reed, Jr., Mrs. M. T. Reed, Mrs. T. L. Reed, Jr., and Mrs. S. S. Hairston, a Co-Partnership doing business as M. T. Reed Construction Company, appellees herein, and The Western Casualty and Surety Company, Surety, appearing and submitting to the jurisdiction of the Court, hereby undertake for themselves and each of them, their and each of their heirs, executors, administrators, successors, and assigns, to make good all taxable costs and charges not exceeding the sum of Two Hundred Fifty Dollars, ($250.00), that the appellees may be put to or allowed, if the appeal is dismissed or the judgment affirmed or such cost at the Appellate Court may award if the judgment is modified.

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The said surety hereon and hereby irrevocably appoints the Clerk of this Court as my agent, upon whom any papers affecting my liability on this undertaking may be served.

Signed, sealed and delivered, this the 15 day of September, A. D. 1947.

M. T. REED CONSTRUCTION COMPANY,
(Sgd.) By T. L. REED, JR.
(Seal) THE WESTERN CASUALTY AND SURETY COMPANY,
(Sgd.) By SAM B. REID,
Attorney-in-fact.

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333 ORDER.

Filed September 19, 1947.

(Title Omitted.)

This cause coming on to be heard on motion of the appellees that the time for filing the record in the Circuit Court of Appeals in this cause be extended to ninety days from the date of the Notice of Appeal, said notice of appeal having been given on August 10, 1947; the Court is of the opinion that the motion is well taken.

It is, therefore, ordered, adjudged and decreed that the time for filing the record in the Circuit Court of Appeals in this cause be and the same is hereby extended to ninety days from the date of the Notice of Appeal, which notice is dated the 10th day of August, 1947.

Ordered And Adjudged on this the 18th day of September, 1947.

(Sgd.) S. C. MIZE,
United States District Judge.

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334 Department of Justice.

United States Attorney,
Southern District of Mississippi.

Jackson 116, Mississippi,
September 26, 1947.

Miss A. I. Herbert,
Deputy U. S. Clerk,
Biloxi, Mississippi.

Dear Miss Herbert:

Re: Civil No. 401—Murphy, et al v. M. T. Reed Construction Company, et al.

We enclose for filing Appeal Bond in the amount of $250.00 given by M. T. Reed Construction Company in this case.

Please prepare the record for filing in the Circuit Court of Appeals, Fifth Circuit, and including the following:

1. Original bill of complaint.

2. Motion of Bert L. Roberts for leave to intervene and order.

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3. Intervener's complaint (Roberts).

4. Motion of W. E. Bailey, Jr., for leave to intervene and order granting leave to intervene.

5. Intervener's complaint (Bailey's).

6. Motions and orders granting extensions of time in which to answer.

7. Stipulation of Facts, with exhibits.

8. Request for admission of facts.

9. Reply to request for admission of facts.

10. Plea of the statute of limitations and order overruling plea.

11. Findings of fact and conclusions of law.

12. Stipulations.

13. Motion for new trial and order overruling motion.

14. Judgment.

15. Copy of Appeal Bond.

16. Order extending time to file record in Circuit Court of Appeals, Fifth Circuit.

We are sending Mr. Todd a copy of this letter to you for his information.

Yours very truly,
JOSEPH E. BROWN,
(Sgd.) By JOHN W. SAVAGE,
(John W. Savage)
Assistant.

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336 CLERK'S CERTIFICATE.

United States of America,
Southern District of Mississippi.

I, B. L. TODD, JR., Clerk of the United States District Court in and for the Southern District of Mississippi, do hereby certify that the annexed and foregoing is a true and full copy of the original transcript of the record in the case of Eugene M. Murphey, Jr., et al, Plaintiffs, v. M. T. Reed, T. L. Reed, Jr., Mrs. M. T. Reed, Mrs. T. L. Reed, Jr., and Mrs. S. S. Hairston, a co-partnership doing business as M. T. Reed Construction Company, Defendants, Civil Action No. 401, now remaining among the records of the said Court in my office.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the aforesaid Court, at Jackson, this 27th day of October, 1947.

B. L. TODD, JR.,

(Seal) Clerk.

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SUPPLEMENTAL TRANSCRIFT OF RECORD.

UNITED STATES
CIRCUIT COURT OF APPEALS
FIFTH CIRCUIT.

No. 12,173

M. T. REED, ET AL., a co-partnership, d/b/a M. T. REED CONSTRUCTION COMPANY,

Appellants,

versus

EUGENE M. MURPHEY, JR., ET AL.,

Appellees.

Appeal from the District Court of the United States for the Southern District of Mississippi.

(SUPPLEMENTAL RECORD RECEIVED NOV. 14, 1947.)

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IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DIVISION OF THE SOUTHERN DISTRICT OF MISSISSIPPI, BILOXI.

No. 401 Civil.

EUGENE M. MURPHY, JR., ET AL,
Plaintiffs,

versus

M. T. REED, T. L. REED, JR., MRS. M. T. REED, MRS. T. L. REED, JR., AND MRS. S. S. HAIRSTON, a co-partnership doing business as M. T. REED CONSTRUCTION COMPANY,
Defendants.

Testimony Mr. William R. Owings in the above entitled cause taken before Ann Adams, Master, in the United States District Court Room, Biloxi, Mississippi, on Monday, January 27, 1947.

Appearances:
Bidwell Adam, Mize, Thompson & Mize, English Lindsey, for the Plaintiffs.
Hon. Toxey Hall, U. S. Attorney, Hon. John W. Savage, Assistant U. S. Attorney, for the Defendants.

It is ordered by the Court that Miss Ann Adams be, and she hereby is appointed Master for the purpose of reporting the oral testimony on this hearing.

MR. WILLIAM R. OWINGS, being called as a witness in behalf of the plaintiffs, having been duly sworn, testified as follows:

338 Direct Examination.

By Mr. Thompson:

Q. Your name is Mr. William R. Owings?

A. That's right, spelled O-w-i-n-g-s.

Q. Where do you live?

A. Gulfport, Harrison County.

Q. What kind of profession are you engaged in at this time?

A. I am an Attorney at Law.

Q. Prior to May of 1942, what was your profession?

A. I was an Attorney at Law of the District of Columbia and also an Accountant and Auditor.

Q. Did you or not, during the year 1942 and subsequent thereto, have any connection with M. T. Reed Construction Company, the defendant in this suit, in the construction and maintenance department of the U. S. Navy Advance-Base Depot at Gulfport, Mississippi?

A. Yes, sir. I was the Navy Auditor. I was employed by the government.

Q. Would you state in a general way what your duties were?

A. My duties were—I was directly responsible to the Officer in Charge, and through him the government; I received all materials and supplies and audited all payrolls and was—well, I would talk for half an hour and tell my duties, but that would be sufficient.

Q. I just wanted to touch on it briefly. Now then, in the building of this Navy base, was it or not contemplated form the inception of the work that the United States Government, through its Navy Department, had executed a contract with M. T. Reed Construction Company and that the sole purpose of the contract was the

construction and operation of a Navy Advance Base which would be somewhat of a funnel for the purpose of transmitting overseas such supplies and equipment as might be necessary to come through this port?

A. That much is true. There was one other purpose, the training of Seabees.

Q. Now then, in the construction of the Base, would you tell the Court just how the lumber would arrive, and as to whether or not it came from Mississippi, Louisiana, or from other states—I am referring to the lumber that was used in the actual construction work of the camp before the Maintenance and Operations phase began?

A. Well, the first few hundred thousand dollars worth of lumber probably came from Mississippi. After that, the Army Engineers took over the ordering and allocation of the lumber, and some cars came from the State of Washington—I know of one car in particular that came from the State of Washington—and one car that came from Bogalusa.

Q. Is that Bogalusa, Louisiana?

A. Yes, sir. A good deal of the lumber came from Georgia and from other states.

Q. Now then, did the employees who were engaged in the construction of the Base Depot receive and check and help with the keeping of the records in the building of the Depot itself?

A. I believe that every employee helped to do that. Even though they might have been in the office, I believe that each one of them—it was so closely woven together that I do not see how any person could separate the activities and fairly so.

Q. You mean the entire project was so closely interrelated that no one would be able at any one point to segregate the activities so as to say that a portion was in intrastate and a portion in interstate commerce?

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A. I believe that I could trace the activities of each employee and connect it either directly or indirectly with the material and supplies that came from within the state and from without the state.

Q. Now then, after the Navy Auditing work began, was it a part of your duties to supervise generally all of the actual time records and everything that went on with reference to the receipt and distribution of goods at the Base Depot?

A. The receipt of them, yes, sir. Especially for the distribution after the receipt of it.

Q. Is the statement which you have made based upon your personal knowledge and observation in your capacity as a representative of the United States Navy?

A. Yes, sir.

Q. Now then, at the very inception of the work, I will ask you whether or not a railroad was constructed out to the Base Depot connected with the Gulf & Ship Island Railroad and by interchange with the Louisville & Nashville Railroad Company so as to receive goods, wares, materials, and merchandise from all parts of the United States?

A. The railroad was planned before the job started, and at the inception of the work, as soon as humanly possible, the work on the railroad did start.

Q. Was that railroad or not directly connected with the Port of Gulfport so that as materials for war were received and halted temporarily at the Base Depot they were funneled into the Port of Gulfport and loaded on ships so as to be shipped out to the various theaters of war?

A. The railroad that was built on the job was connected with the existing tracks.

Q. With reference to specific employees who were covered under the War Bond Section, Mr. Owings, I hand you here the Request for Admissions which has been introduced in evidence in this cause. On page 41, the

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sheet covering certain employees of the War Bond Section, whose names are Hervey McQuirter, Harry C. Fields, Douglas W. Nash, Thomas W. Egloff, and William R. Terry, this statement in the Request appears: "Mailing of bonds did not occur each week, but from time to time." I will ask you from your knowledge of the way the War Bond Section worked whether or not this mailing of bonds was spasmodic or if it constituted a substantial portion of the regular employment of the War Bond Section?

A. Due to the large turnover of employees—Let me start over and say something. There was a deduction made from each employee's, whether an hourly employee or a weekly employee, check. The deductions were accumulated until the amount of the deductions would purchase a $25.00 bond; that is, until $18.75 was accumulated. There would be a large list sent to the banks, or a bank, and there would be some delay on account of the volume in receiving the bonds back from the bank. In the meantime, the hourly employee involved in the turnover would have left Gulfport, some inducted into the Army, some into the Navy, and the bonds would be mailed by Registered Mail to the address which this employee left with the company.

Q. Would that then be a substantial portion of the employees to whom the bonds would be mailed outside the State of Mississippi to wherever their addresses might be?

A. I don't quite get your question.

Q. What I am trying to direct your attention to is the proposition of whether or not this was just an occasional matter or whether or not it constituted a substantial portion of the work of these men I have just read off.

A. It involved thousands of checks. When I say checks, I did not tell the full story. When a person left the employ of the company it would be necessary to

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check his bond account, and he might have $10.00 in that account or some amount less than $18.75, and sometimes they did not give them the check at the time they paid them off, and they would also have to mail those checks. These would also be transmitted outside the State of Mississippi and some in the State of Mississippi.

Q. Would the amount outside the State of Mississippi constitute a substantial portion of the work of these men?

A. I believe it would at least be a fifty-fifty proposition.

Q. You believe it would be fifty per cent of their work?

A. Yes.

Q. With reference to the time-checks whose duties are set out in the Request for Admissions on Page 57, with reference to two employees, Carl Crisp Campbell and E. D. Singleton, Jr., this notation appears: "The following plaintiffs were employed as timecheckers during the periods indicated, but the nature of the activities in which the employees on whom they kept time records were engaged is not stipulated." Are you in a position to state to the Court just what the activities of the various employees were on whom these two timecheckers checked with reference to whether or not such employees were engaged in interstate commerce?

A. I remember the two time-checkers whose names you just called, and they checked the time and sometimes kept the time on employees that were hourly employees.

Q. Were all the hourly employees at the Navy Base Depot recognized as being under the Fair Labor Standards Act and so paid?

A. They were all paid time and a half for everything above forty hours.

Q. Then with reference to these two men who checked, were the employees upon whom they checked

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employees who were engaged in activities relating to interstate commerce?

A. Yes, sir; that is, if whenever you say interstate commerce, you mean they are handling materials and supplies from out of the state and being shipped out of the state.

Q. That's right. I believe that is all.

Cross Examination.

By Mr. Savage:

Q. Mr. Owings, you refer here to Mr. Campbell and Mr. Singleton—you state they were handling materials that had been received through interstate commerce?

A. No, their duties were those of time-checkers.

Q. Did I understand you to say they were checking the time of men handling materials and supplies?

A. Yes, sir.

Q. I would like for you to explain to the Court—had that material been received and unloaded, had it come to rest and later handled by these men?

By Mr. Thompson:

We want to interpose an objection on the words "come to rest" as a conclusion of law. The Courts have determined what constitutes "coming to rest" under certain specific facts.

By the Court:

I overrule the objection.

(Mr. Savage, continuing):

Q. Mr. Owings, will you state whether this material had been unloaded and placed in some place and later picked up in a truck and carried out to the place where it was going to be used?

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A. There were hundreds of men engaged in unloading material, and we had to check their time too, and it was the policy to rotate the time-checkers from one section of work to another; next week he would be checking another group of men. In other words, they did not want him to get too familiar with the men, and so one week he might have been checking numbers of men unloading the material, and the next week he might be checking at the building where it was being used in construction.

Q. Is it true that the employment of many of them was split so to speak?

A. That's right.

Q. One week a time-keeper might check a group of men that were unloading materials that had come from without the state; the next week he might spend a whole week checking a group of men who were erecting a building?

A. That's correct.

Q. That's what we call split operations—one week he might be engaged in checking materials in interstate commerce, and the next week it would be something entirely different?

A. That's true. If the records were available, it would be impossible to designate what weeks he was doing work checking men unloading or whether he was checking men that were building a building.

By the Court:

Just a minute. As I understand you to say that if the records were available they would not show what particular week he checked men building or what particular week he was engaged in checking men unloading?

A. That's correct, your Honor.

Q. The books would not show that?

A. They would not.

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(Mr. Savage, continuing):

Q. I believe you were asked if it was the intention at the beginning of the construction of this camp that it was more to be used as a Navy Advance Base for the shipping of materials to the various theaters of war?

A. I was sent down here as a Navy Auditor from Washington, and the designation of the job was United States Navy Advance Base Depot and Camp for Construction Battalion. As the designation was later changed —I don't recall just what time—it was strictly United States Navy Advance Base Depot, Gulfport, Mississippi.

Q. When you first began your work out there (I don't think it is necessary to go into this) this camp had to be built before it was used for that purpose?

A. Yes, sir.

Q. It was not used for some time after that—there were several months of construction there before it was put into that use?

A. Ground was broken for a temporary office building in May, 1942. The first Construction Battalion arrived in Gulfport on or about June 21, 1942, and upon their arrival, there had already been constructed sufficient facilities to have them comfortably situated; that is, to take care of the men.

Q. Yes, sir, nothing but Battalion men, but it was later before they began to ship?

A. No, sir, the shipments started—

Q. I am talking about material—in beginning your construction out there you employed men first as guards, policemen, etc., did you not?

A. Well, we were trying to employ all classifications at one time.

Q. In the beginning, it was all new construction, wasn't it?

A. Yes, but before we had any facilities to store materials, materials began arriving from Davisville, Rhode Island; the Navy was shipping to the job supplies—war

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supplies, some of them—and the contractor had to purchase them. In other words, a bunch of it was thrown right at us, and we were not ready for it. A lot of the pipes, fittings, and many other articles just had to be unloaded out of the cars and placed in the mud because it was raining every day.

Q. We all understand that a lot of the material came in through interstate commerce, but, of course, what we are trying to do is to get before the Court the ones who were engaged in commerce or the production of goods for commerce. I think you might admit that some of them were not in interstate commerce—

By Mr. Thompson:

I object on the ground that this calls for an opinion on a question of law.

By the Court:

I sustain the objection.

(Mr. Savage, continuing):

That is all.

By Mr. Thompson:

That concludes all the testimony we have to offer with the stipulation that we already have that the Request for Admissions and our answers may constitute the factual proof.

By the Court:

Has that stipulation been reduced to writing?

Mr. Savage:

Yes, sir, and filed.

By the Court:

It is understood that the matter being heard now is between the plaintiffs who are named in the Motion

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for Summary Judgment filed January 27, 1947, and that the stipulation, along with the oral evidence that was offered this morning, constitutes all of the evidence, and that both these plaintiffs and the defendants, as to these plaintiffs, have now rested.

Certified Copy. D. C. Form No. 30.

No. 401-Civil Biloxi.

United States of America,
Southern District of Mississipi, ss.

I, B. L. TODD, JR., Clerk of the United States District Court in and for the Southern District of Mississippi, do hereby certify that the annexed and foregoing is a true and full copy of the original testimony of William R. Owings, taken at Biloxi, Mississippi on the 27th day of January, 1947, in the cause entitled Eugene Murphy, Jr., et al v. M. T. Reed, T. L. Reed, Jr., et al numbered 401 Civil Action on the docket at Biloxi, Mississippi, the original of which remains on file in my office at Biloxi, Mississippi.

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Jackson this 13th day of November, A. D. 1947.

B. L. TODD, JR.,
Clerk.

(Seal)

By .....
Deputy Clerk.

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[fol. 366] That thereafter the following proceedings were had in said cause in the United States Circuit Court of Appeals for the Fifth Circuit, viz:

ARGUMENT AND SUBMISSION

Extract from the Minutes of February 18, 1948

No. 12173

M. T. REED, et al., a Co-partnership, d/b/a M. T. Reed Construction Company,

versus

EUGENE M. MURPHEY, JR., et al.

On this day this cause was called, and, after argument by Sherwood W. Wise, Esq., for appellants, and R. W. Thompson, Jr., Esq., for appellees, was submitted to the Court.

[fol. 367] OPINION OF THE COURT AND DISSENTING OPINION BY HUTCHESON, CIRCUIT JUDGE—Filed April 7, 1948

IN THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE FIFTH CIRCUIT

No. 12173

M. T. REED, et al., a Copartnership, Doing Business as M. T. Reed Construction Company, Appellants,

versus

EUGENE M. MURPHY, JR., et al., Appellees

Appeal from the District Court of the United States for the Southern District of Mississippi

(April 7, 1948)

Before Hutcheson, Holmes, and McCord, Circuit Judges

McCORD, Circuit Judge:

This action was brought by 121 named plaintiffs and two interveners against M. T. Reed and others, a copartnership doing business as M. T. Reed Construction Company, to recover overtime, liquidated damages, and attorneys' fees

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alleged to be due under Section 16(b) of the Fair Labor Standards Act of 1938. 52 Stat. 1069, 29 USC 216 (b). [fol. 368] The contest stems from work performed by plaintiffs for defendants during the war when defendants were engaged, under two cost-plus-a-fixed-fee contracts with the United States Government, in the original construction, and subsequent maintenance and operation, of a Naval training camp and a Naval Advance Base Depot at Gulfport, Mississippi.

The question presented is whether any or all of these plaintiffs, during the term of their employment, were engaged in commerce, or in the production of goods for commerce, within the meaning and coverage of the Fair Labor Standards Act.

The case was tried by the court without a jury upon (1) a stipulation that the defendants' request for admissions of fact and the plaintiffs' reply thereto should constitute the factual proof, and (2) the testimony of one witness for plaintiffs. The court held that 117 of the plaintiffs and interveners involved were engaged in commerce and therefore entitled to benefits under the Act. Judgment was accordingly entered for these plaintiffs in amounts aggregating $153,493.95 as overtime compensation, liquidated damages, and attorneys' fees.

We have dredged up from the record, which is in many respects vague and uncertain, the important and material facts upon which decision must turn.

During World War II, in 1942, the Chief of the Bureau of Yards and Docks of the Navy Department, as a part of the government defense program, entered into two cost-plus-a-[fol. 369] fixed-fee contracts with the defendants to facilitate the prosecution of the war.[1] The first of these contracts was for construction of a Navy camp for training Construction Battalions, commonly termed "Seabees", and a Naval Advance Base Depot at Gulfport, Mississippi; the second contract was for maintenance and operation of the Advance Base Depot.

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[1] These contracts were entered into under the authority of the First War Powers Act, of December 18, 1941, c. 593, 55 Stat. 838, the Naval Appropriations Act of 1943, Public Law 441, 77th Congress, 2d Sess., and the Sixth Supplemental National Defense Appropriations Act of 1942, April 28, 1942, c. 247, 56 Stat. 226.

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The defendants, in the performance of these two contracts, maintained separate and distinct organizations. Employees working under the construction contract were designated "construction" workers, and carried on the "construction" payroll, while employees working under the maintenance and operation contract were known as "maintenance and operation" or "M & O" employees, and carried on the "M & O" payroll, which was entirely separate and distinct from the "construction" payroll.

The defendants and their employees commenced work under the construction contract the latter part of April, 1942. They built warehouses, buildings, barracks, mess halls, railroad spurs, a recreation hall, a laundry and other installations appropriate for Navy encampments. In addition, they constructed a rifle range and an ammunition storage depot 25 miles north of Gulfport. Actual construction in the field was begun about May 15, 1942, and was completed April 6, 1943. Approximately 5,000 employees were engaged in construction work under this contract during the peak period. Construction materials for the project [fol. 370] were obtained from both local and out-of-state sources. Approximately 40 per cent of the dollar value of purchase orders was issued to out-of-state vendors.

A number of plaintiffs employed under the construction contract worked as guards, timekeepers, material checkers, engineers, draftsmen, rodmen, building inspectors, blueprint machine operators, paymasters, accountants, stenographers, clerks, lumber expediters, purchasing agent, superintendent of motor pool, chauffeur and firemen. Some plaintiffs worked at several jobs in the course of their employment. The guards performed custodial duties at various posts throughout the construction area. The timekeepers kept time records of construction workers, including carpenters, concrete and steel construction workers, bricklayers, plumbers, builders and mechanics. Several timekeepers kept time records of laborers, among others, who spent part of their time unloading interstate shipments. The material checkers received and checked the materials used in the construction work as to quantity and quality. The engineers, draftsmen, blueprint machine operators, building inspectors, and rodmen all performed various duties relating to the planning and construction of buildings and other installations at the project. The accountants, clerks, and other office personnel

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maintained payroll records of construction workers, prepared social security and withholding tax statements, made out vouchers and invoices covering construction materials, typed orders, maintained cost records and inventories, and performed other clerical and administrative duties incident to the construction activities.

[fol. 371] Under the maintenance and operation or M & O contract, the defendants maintained and operated the Naval Advance Depot where materials and equipment were received from all parts of the United States for storage, assembly, and reshipment to "Seabee" Construction Battalions at advance bases in the various war theatres. Additional duties of the defendants under this contract included purchase, assembly, fabrication, testing, and preparation of materials and equipment for shipment to these advance bases overseas.

Nearly all the goods received at the Advance Base Depot were stored in one of the M & O warehouses or in open storage areas. The period of storage varied from a few days to several months. Incoming and outgoing shipments were of daily occurrence. Directions were received daily from Washington for the shipment of materials and equipment on hand to advance bases. All purchases were made on the basis and requirements of the Bureau of Yards and Docks, Navy Department, and defendants regularly received instructions from the Bureau regarding purchases to be made. Substantial quantities of goods were shipped on government bills of lading.

From the inception of the work under both the construction and the M & O contracts, it is without dispute that all of defendants' activities and operations were for the benefit of the Navy in its prosecution of the war; that the defendants cooperated closely with the Navy Department, and were at all times subject to the general supervision and control of the Naval-Officer-in-Charge.

[fol. 372] The record discloses that of the 117 plaintiffs held entitled to recover, 89 were employed under the construction contract throughout their employment, 21 were construction employees during part, and M & O employees during the remainder, and 7 were M & O employees throughout their employment. Eleven plaintiffs were employed in an executive, administrative or professional capacity, and drew salaries of fifty dollars or more per week. Furthermore, several of the plaintiffs were classified as "Navy"

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employees during all or a part of their employment. These were carried on the defendants' payroll the same as other employees, but were hired, discharged, and performed all their work at the direction of, and solely under the supervision and control of the Naval-Officer-in-Charge, or the Navy Auditor.

If the Fair Labor Standards Act were the applicable criterion determinative of the issues in this case, we would have little hesitancy, in view of the undisputed record evidence, in concluding that these plaintiffs were not engaged in commerce or in activities so closely related to commerce as to be entitled to its protection. *McLeod v. Threlkeld*, 319 U. S. 491, 497; *Kirschbaum v. Walling*, 316 U. S. 517; *Walling v. Jacksonville Paper Co.*, 317 U. S. 564.

The 89 construction employees were shown to be engaged solely in local intrastate building activities throughout the term of their employment. It has been uniformly held that persons employed on such work are not "engaged in commerce or production of goods for commerce" within the meaning and coverage of the Fair Labor Standards Act. [fol. 373] *Parham v. Austin Co.*, 158 F. 2d 566; *Phillips v. Graham Aviation Co.*, 157 F. 2d 443; *Noonan v. Fruco Construction Co.*, 140 F. 2d 633; *Soderberg v. S. Birch & Sons Construction Co.*, 163 F. 2d 37; *Nieves v. Standard Dredging Corp.*, 152 F. 2d 719; *Scott v. Ford, Bacon & Davis, Inc.*, 55 F. Supp. 982.

Plaintiffs have wholly failed to discharge their burden of proving that they, as distinguished from their employer, were engaged in commerce or production of goods for commerce, or that a substantial part of their activities were so closely related to commerce as to admit of coverage by the Act. *Noonan v. Fruco Construction Co.*, 140 F. 2d 633; *Soderberg v. S. Birch & Sons Construction Co.*, 163 F. 2d 37; *Baloc v. Foley Bros., Inc.*, 68 F. Supp. 533; *Kirschbaum v. Walling*, 316 U. S. 517; *McLeod v. Threlkeld*, 319 U. S. 491, 497.

Moreover, if we should hold that the Fair Labor Standards Act was applicable here, we think it quite clear that eleven of these plaintiffs were within the executive, administrative, and professional exemptions established by Section 13(a)-(1) of the Act. *Gorchakoff v. California Shipbldg. Corp.*, 63 F. Supp. 309, 311; *Peffer v. Federal Cartridge Corp.*, 63 F. Supp. 292, 302; *Smith v. Porter*, 143 F. 2d 292, 296.

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The "Navy" employees here involved manifestly do not come under the Act, since it is without dispute that they were hired, discharged, and working solely under the control and supervision of the Navy and its authorized representatives. Under such circumstances, these employees [fol. 374] were working for the Navy Department and not for the defendants, notwithstanding their being paid in the same manner as other employees. *Joseph M. Aiken v. Siems Spokane Co., et al.*, unreported, U. S. Dist. Ct., Washington, Western District, Northern Division, July 18, 1946; *Harry R. Lewis, et al. v. Virginia Engineering Company,* unreported, U. S. Dist. Ct., Eastern Dist. of Va.

Furthermore, if we should follow through with the holding of the court and the judgment entered, it becomes apparent that the amounts awarded for overtime compensation and liquidated damages were erroneously computed at a regular hourly rate based upon a fictitious forty hour workweek, and that they were therefore excessive. *Overnight Motor Company v. Missel,* 316 U. S. 572; *Landreth v. Ford, Bacon & Davis, Inc.,* 147 F. 2d 446, 448; *Harrington v. Empire Construction Co.,* 71 F. Supp. 324, 327. It further appears that liquidated damages have been shorn away by the Mississippi one-year statute of limitations. Section 731, Mississippe Code, 1942; *Southern Package Corp. v. Walton,* 196 Miss. 786; Cf. *Erie Railroad Co.* v. *Thompkins,* 304 U. S. 64, 78; *Fidelity Union Trust Co. v. Field,* 311 U. S. 169, 178. In any event, defendants are still entitled to assert any new defenses which may be created by the Portal-to-Portal Pay Act, if such exist. 29 USCA, Section 251, et seq., 258; *149 Madison Ave. Corp. v. Asselta,* 331 U. S. 795; *St. Johns River Shipbldg. Co. v. Adams,* 164 F. 2d 1012; *McCloskey & Co. v. Eckhart,* 13 L. Cas. 64, 121, p. 72, 146 (CCA 5).

Only portions of the two contracts in question are to be found in the record, and we are therefore unable to pass [fol. 375] upon the question of whether the defendants here were independent contractors, or merely working as agents of the government.[2] Furthermore, we have only adverted to

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[2] In Harris Kennedy v. Silas Mason Co., 164 F. 2d 1016, having the *entire* contract there involved before us for consideration, we held that the close degree of supervision and control exercised by the government under that contract precluded the Mason Company from the status of an inde-

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what appear to be patent errors in the judgment, if the Fair Labor Standards Act is applicable.

We prefer to rest our decision on undisputed record evidence, which points unerringly to the fact that the work here performed, and the circumstances under which these goods and materials were purchased and delivered to the government during the war period, precludes these plaintiffs from recovering in this case.

The defendants and their employees constructed the Navy training camp and Advance Base Depot solely for the use of the government in its prosecution of the war. The materials and equipment used in the construction of the camp and depot belonged to the United States. All purchases of supplies and materials, of whatever character and description, were ordered by direction of the Navy Department, and became the property of the United States, as ultimate consumer, immediately upon delivery to the contractors, who in reality were purchasing for the government.[3] Thereafter, they were shipped overseas by the [fol. 376] government, as the property of the government, for the sole purpose of supplying Seabee units in the various war theatres. Most of the materials, which included munitions, tools, clothing and other items sorely needed in connection with amphibious operations, were expendable. None were ever purchased or intended to be used for civilian consumption. All of these articles were needed by the Seabees at the battlefronts, to sustain them in the common fight, and they were therefore supplies of war.

Transportation by the government during war of government-owned munitions, or other essential war supplies and

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pendent contractor, and made it merely an agent of the United States, excluded from the scope of the Act by Section 3(d) thereof. Here, only portions of the two cost-plus-a-fixed-fee contracts involved were stipulated into evidence.

[3] The district court found that the title passed to the government "upon arrival at the Advance Base Depot". No finding is made as to where the title was during transit, and as no bill of lading is in the record, or other fact to support this finding, we think it more reasonable to conclude that the goods were shipped on an open bill of lading and became the property of the government when delivered by the manufacturer to the carrier.

equipment, for the use of its armed forces, is not "commerce" within the purview of the Fair Labor Standards Act. *Harris Kennedy v. Silas Mason Co.*, 164 F. 2d 1016. War is not commerce. There can be no commerce in war equipment. *St. Johns River Shipbldg. Co. v. Adams*, 164 F. 2d 1012.

We are of opinion that Congress did not intend, in passing the Fair Labor Standards Act, to include within its coverage war activities of a government cost-plus-a-fixed-fee contractor involving no peacetime competition and no marketing of goods in commerce. In thus construing the Congressional enactment, no just claims are thereby denied, or rights violated. For other employees have undoubtedly already enjoyed the very benefits under the Act which these plaintiffs now seek. These goods were ordered by the defendants at the direction of the government from manufacturers and wholesalers from almost every section of the United States. No one denies that those employers engaged [fol. 377] in manufacturing and delivering these articles for war use by the government were obeying, in their manufacture and delivery, the mandates of the Fair Labor Standards Act, and according their employees full benefits thereunder. But when these materials and supplies were sold and delivered to the United States, and thereby became the property of the United States as ultimate consumer,[4] they were irrevocably diverted from the stream of commerce, and assumed their character of essential war equipment.

We do not consider employees of a wartime cost-plus-a-fixed-fee contractor with the United States government, employed during a war in operations vital to the war effort,

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[4] The term "goods" as defined in Section 3(i) of the Act "does not include goods after their delivery into the actual physical possession of the ultimate consumer thereof other than a producer, manufacturer, or processor thereof". Since the government is here the ultimate consumer, and since the goods were delivered into its actual physical possession as ultimate consumer, any movement of the goods thereafter by the ultimate consumer over state lines would not relate back and take the goods out of the exception of subparagraph (i) of Section 3 of the Act. Harris Kennedy v. Silas Mason Co., 164 F. 2d 1016.

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to be engaged in commerce or the production of goods for commerce so as to be entitled to benefits under the fair Labor Standards Act. *Barksdale v. Ford, Bacon & Davis, Inc.*, 70 F. Supp. 690; *Lynch v. Embry-Riddle Co.*, 63 F. Supp. 992; *Divins v. Hazeltine Electronics Corp.*, 163 F. 2d 100; *Harris Kennedy v. Silas Mason Co.*, 164 F. 2d 1016; *St. Johns River Shipbldg. Co. v. Adams*, 164 F. 2d 1012.

It is obvious that the plaintiffs here knew they were engaged in helping to win the war. They were exempt from the draft, and the very life of the Nation depended upon their efficiency and haste in delivering these govern- [fol. 378] ment-purchased and government-owned supplies of war to the Seabees on the fighting lines. Moreover, plaintiffs are not able to show any overtime service by independent recollection or by their records, but rest their right of recovery on the files of the government and the hearsay evidence of an Auditor. They further bring this suit long after the war is over and their work has been consummated. It becomes patent, therefore, that this action to recover for overtime is an afterthought.

If these and like employees are to be paid the tremendous amounts they now seek, in overtime compensation, liquidated damages, and attorneys' fees, the entire cost of such a program must ultimately be borne by the government. We refuse to bleed the Nation white to provide financial windfalls for a protected few, at the expense of those many courageous "expendables" who fought and died on every battlefront to the end that this Republic might live.

The judgment is reversed and the cause remanded for proceedings not inconsistent with the views expressed in this opinion.

Reversed and Remanded.

Hutcheson, Circuit Judge, Dissenting:

From the conclusion of the majority reaffirming the holding of *Kennedy v. Mason*, 164 F. (2) 1016, that there can be no commerce in war supplies and equipment for the use of the armed forces and that, therefore, the employer and his [fol. 379] employees were not engaged in commerce for the production of goods for commerce under the Fair Labor Standards Act, I Dissent, as I did in that case.

The holding of the majority, if correct, completely disposes of the case, leaving nothing for judicial determination. If incorrect, the judgment should be affirmed unless for other reasons then become important it should be reversed.

The majority, however, hypothesizing that the employer was engaged in commerce or the production of goods for commerce within the act, proceeds upon that hypothesis to determine the status and rights, under the Act, of the various plaintiffs. So proceeding it declares:

> "Plaintiffs have wholly failed to discharge their burden of proving that they, as distinguished from their employer, were engaged in commerce or production of goods for commerce, or that a substantial part of their activities were so closely related to commerce as to admit of coverage by the Act."

I think the reversal of the judgment on the authority of *Kennedy v. Mason* completely deprives these hypothetical conclusions of substance and authority. While, therefore, I am much impressed with the reasons advanced by the majority for some of them, I feel that I should neither concur in, nor dissent from, these conclusions but should withhold my decision on them until the authority and scope of *Kennedy v. Mason* is determined in the Supreme Court where it [fol. 380] now is on grant of certiorari.

[fol. 381] JUDGMENT

Extract from the Minutes of April 7th, 1948

No. 12173

M. T. REED, et al., a Co-partnership, d/b/a M. T. Reed Construction Company,

versus

EUGENE M. MURPHY, JR., et al.

This cause came on to be heard on the transcript of the record from the District Court of the United States for the Southern District of Mississippi, and was argued by counsel;

On consideration whereof, It is now here ordered, adjudged and decreed by this Court that the judgment of the

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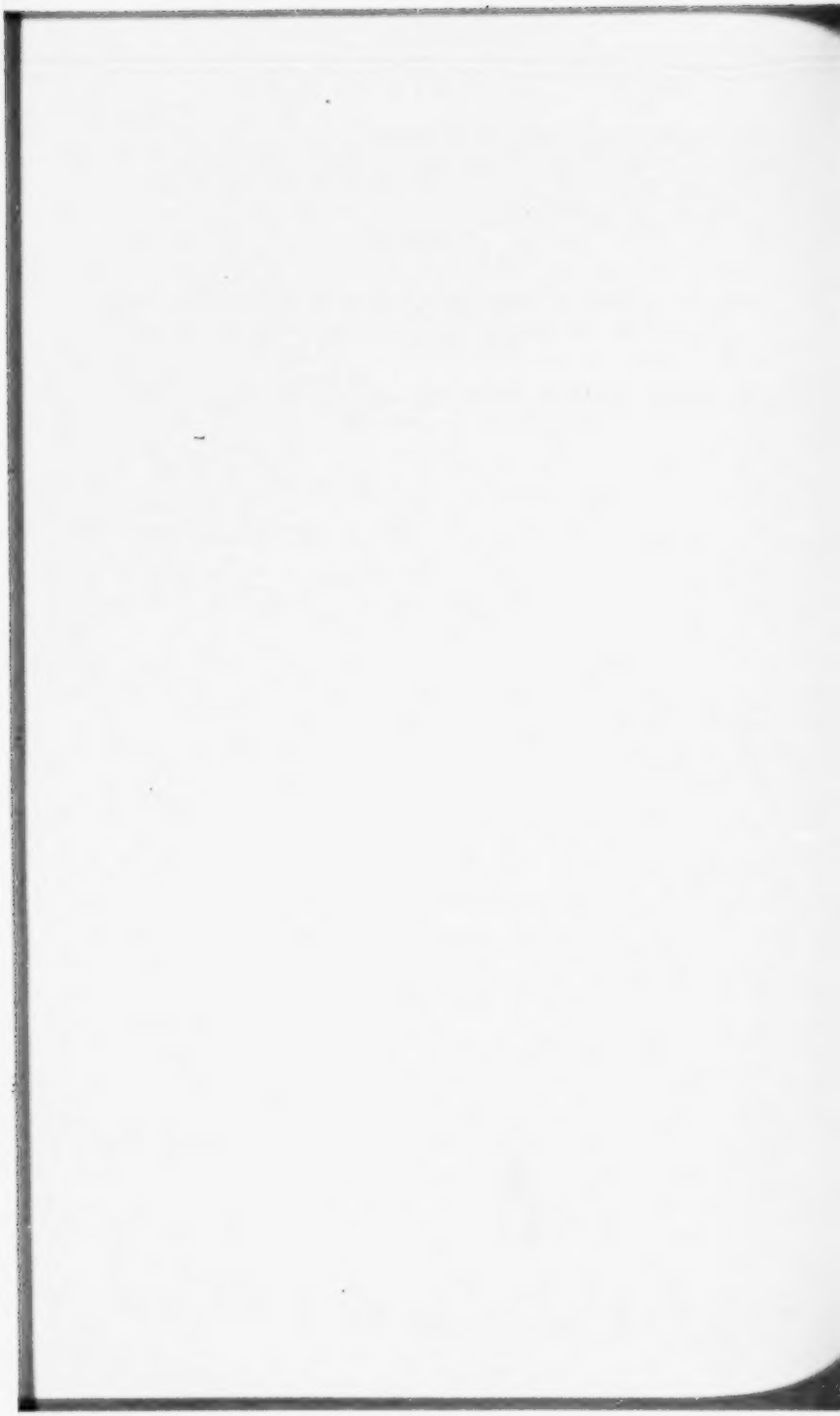
said District Court in this cause be, and the same is hereby, reversed; and that this cause be, and it is hereby, remanded to the said District Court for proceedings not inconsistent with the views expressed in the opinion of this Court;

It is further ordered, adjudged and decreed that the appellees, Eugene M. Murphey, Jr., and others, be condemned, in solido, to pay the costs of this cause in this Court, for which execution may be issued out of the said District Court.

"Hutcheson, Circuit Judge, dissents."



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[fols. 382-386] PETITION FOR REHEARING—Filed April 23, 1948

IN THE

UNITED STATES CIRCUIT COURT OF APPEALS

FOR THE FIFTH CIRCUIT

No. 12,173

M. T. REED, ET AL., A CO-PARTNERSHIP d. b. a. M. T. REED CONSTRUCTION COMPANY,
Appellants,

versus

EUGENE M. MURPHEY, JR., ET AL.,
Appellees.

PETITION FOR REHEARING

Now come all of the appellees herein (plaintiffs in the court below), by their undersigned counsel, and say that the decision of this Court, rendered herein on April 7, 1948, is contrary to the law and the evidence, and the rehearing should be granted to them and for reasons, they show the following:

I.

The Court erred in holding that this action was controlled by *Kennedy v. Mason, 164 F. (2d) 1016.*

(a) The effect of the *Kennedy* case is to hold that

there is no commerce in the war supplies and equipment for the use of the Armed Forces.

(b) That the employer and his employees were not engaged in commerce or the production of goods for commerce under the Fair Labor Standards Act.

(c) The *Kennedy* case is in direct conflict with the case of *Bell, et al, v. Porter, et al, 159 F. (2) 117*, and the latter case is supported by the greater weight of authority and in our humble judgment is better reasoned.

II.

The Court erred in holding that the appellees (plaintiffs in the court below) failed to meet the burden of proof.

(a) The agreed stipulation as to the facts was based upon the undisputed facts gathered by an impartial agency, to-wit: The Wage and Hour Department of the Department of Labor.

(b) It was the clear policy of the United States Government that employees, such as appellees here, be paid under the Fair Labor Standards Act.

III.

The Court erred in holding that eleven of the appellees were within the executive, administrative, and professional exemption established by Section 13 (a) (1) of the Act.

IV.

The Court erred in holding that the amounts awarded for overtime compensation and liquidated damages were

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erroneously computed. *Overnight Motor Transportation Company, Inc. v. Missel, 316 U. S. 572, 62 S. Ct. 1216.*

V.

The Court erred in holding that because the articles handled at the U. S. Naval Advance Base Depot at Gulfport, Mississippi were destined for use by the Armed Forces overseas in the prosecution of the war and that the ultimate consumer was the United States, there was therefore no commerce.

(a) The ultimate consumer exemption does not apply because the United States had only constructive possession; the actual physical possession being in M. T. Reed Construction Company.

(b) Congress intended "Commerce" to comprehend and include activities such as are embraced in this action.

VI.

The Court erred in holding that liquidated damages have been shorn away by the Mississippi one-year statute of limitations.

(a) To so hold has the effect of holding that the Supreme Court of the State of Mississippi can determine what Congress meant rather than the United States Supreme Court. *(Dissenting Opinion) Southern Package Corp. v. Walton, 196 Miss. 786; Overnight Motor Trans-*

portation Company, Inc. v. Missel, 316 U. S. 572, 62 S. Ct. 1216.

(b) *Erie Railroad Company v. Tompkins, 304 U. S. 64,* did not give a State Court the right to determine the intendment of Congress in opposition to the United States Supreme Court.

VII.

The Court erred in holding in effect that the defendant (appellant here) was not an independent contractor.

(a) The United States Supreme Court has held that a cost-plus-a-fixed-fee contractor on a war contract is not an instrumentality of the Government. *Buckstaff v. McKinley, 308 U. S. 358; Alabama v. King & Boozer, 314 U. S. 1.*

(b) No such question was raised in the trial of said cause but only as an afterthought on appeal.

Wherefore, appellees pray that a rehearing be granted in this cause for the reasons herein set out.

Respectfully submitted,

By.....
Counsel for Appellees (Plaintiffs below)

WEBB M. MIZE
BIDWELL ADAM
ENGLISH LINDSEY
R. W. THOMPSON, JR.
(All of Gulfport, Mississippi),
OF COUNSEL.

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CERTIFICATE

I, R. W. THOMPSON, JR., of counsel for the appellees in the above and foregoing petition, do hereby certify that this petition for rehearing is presented and filed in good faith and not for the purpose of delay; that a copy thereof has been mailed to opposing counsel, Charles S. Corben, Esq., Jackson, Mississippi, postage prepaid, this_____day of April, A. D., 1948.

_____,

Of Counsel.

[fol. 387] ORDER DENYING REHEARING

Extract from the Minutes of June 9th, 1948

No. 12173

M. T. REED, et al., a Co-partnership, d/b/a M. T. Reed Construction Company,

versus

EUGENE M. MURPHY, JR., et al.

It is ordered by the Court that the petition for rehearing filed in this cause be, and the same is hereby, denied.

"Hutcheson, Circuit Judge, dissents."

[fol. 388] Clerk's Certificate to foregoing transcript omitted in printing.

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Office - Supreme Court, U. S.
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AUG 9 1948
CHARLES ELMORE CROPLEY
CLERK

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1948

No. 206

EUGENE M. MURPHEY, JR., ET AL.,
Petitioners,

versus

M. T. REED, ET AL., a copartnership doing business as M. T. REED CONSTRUCTION COMPANY,
Respondents.

PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE FIFTH CIRCUIT, AND BRIEF IN SUPPORT THEREOF.

WEBB M. MIZE,
Attorney for Petitioners.

BIDWELL ADAM,
ENGLISH LINDSEY,
R. W. THOMPSON, JR., admitted 1948-48
All of Gulfport, Mississippi,
Of Counsel.

American Printing Co., Ltd., 424 Camp Street

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SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1948

No. ————

EUGENE M. MURPHEY, JR., ET AL.,
Petitioners,

versus

M. T. REED, ET AL., a copartnership doing business as M. T. REED CONSTRUCTION COMPANY,
Respondents.

PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE FIFTH CIRCUIT.

MAY IT PLEASE THE COURT:

The petition of Eugene M. Murphey, Jr. and others respectfully shows unto this Honorable Court:

A.

Summary Statement of Matter Involved.

This cause was brought by one hundred and twenty-one named plaintiffs and two intervenors (who are the

petitioners here) against the respondents to recover overtime, liquidated damages, and attorneys' fees due under Section 16(b) of the Fair Labor Standards Act of 1938; 29 USC 216(b). In 1942 the chief of the Bureau of Yards and Docks of the Navy Department entered into two cost-plus-a-fixed-fee contracts with the defendants. One of the contracts was for a construction of a navy camp for training construction battalions, commonly termed "Seabees", and a naval advance base depot at Gulfport, Mississippi. The second contract was for maintenance and operation of said advance base depot. The respondents maintained separate and distinct organizations under the two contracts. Employees working under the construction contract were designated as construction workers, and employees working under the maintenance and operation contract were known as maintenance and operation, or "M & O" employees. All employees, whether construction or "M & O" employees, were hourly employees and were paid by contractor's check. Income tax deductions and withholding tax deductions and social security deductions were made. Discharged employees were entitled to the benefits of unemployment compensation. The respondents made a report to the Mississippi Unemployment Compensation Commission when any person's employment was terminated. There was no real distinction between construction employees and maintenance and operation employees. At least fifty per cent of the employees' work was in interstate commerce, and they were engaged in interstate commerce, or in the productic . of goods in interstate commerce. More than ninety per cent of the items that were delivered to the advance base depot were from extra-state

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points of origin. Most of the goods received at the advance base depot were stored in one of seven large warehouses, or in open storage areas where the period of storage varied from a few days to a few months. A steady stream of goods was constantly flowing through the said depot.

Eighty-nine of the petitioners were employed under the construction contract. Twenty-one were construction employees during part of their employment and "M & O" employees during the remainder. Seven were "M & O" employees throughout their employment. Several plaintiffs were classified as "navy" employees. These "navy" employees were carried on the contractor's payroll and were required to sign in and out in the daily attendance record. They were compensated the same as the others. The contractor's report to the Mississippi Unemployment Compensation Commission included "navy" employees. None of the so-called "navy" employees had a civil service rating, nor were they hired through civil service, and they were not required to take an oath of office upon being employed, as is usually required of ordinary government employees.

The case was submitted to the District Court upon an agreed statement of facts, which consisted of the respondents' request for admission of facts and petitioners' answers thereto, and the testimony of one witness. From the reading of the agreed statement of facts and the testimony introduced by the petitioners a complete picture is given, and the lower court made a finding of fact and conclusion of law. The District Court entered judgment for plaintiffs, petitioners here. The Fifth Circuit Court of

Appeals reversed and remanded the judgment of the District Court, with Judge Hutcheson dissenting. The said Circuit Court of Appeals reversed on the authority of its decision in *Kennedy vs. Mason, 164 Fed. (2d) 1016.* But the judgment of the Circuit Court of Appeals in *Kennedy vs. Mason, Supra,* was subsequently vacated by the United States Supreme Court, *68 Supreme Court 1031.* Petitioners here filed a motion for rehearing, which was refused on June 9, 1948, without a written opinion.

B.

Reasons Relied On for the Allowance of the Writ.

The reasons upon which a writ of certiorari should be granted are as follows:

1. The Circuit Court of Appeals has in this case decided an important question of far-flung import, probably affecting all cost-plus-fixed-fee war contractors and many of their employees.

Kennedy vs. Silas Mason Company, 68 Supreme Court Rep. 1031.

2. The decision of the Circuit Court of Appeals in this cause is in direct conflict with the decision of the Circuit Court of Appeals in the following case:

Bell vs. Porter, 159 Fed. (2d) 117.

3. The decision of the Circuit Court of Appeals in this case is in direct conflict with the decisions of the Su-

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preme Court of the United States in the following cases:

Alabama vs. King & Boozer, 314 U. S. 1, 62 S. Ct. Rep. 43

Buckstaff Company vs. McKinley, 308 U. S. 358, 60 S. Ct. Rep. 279

Curry vs. U. S., 314 U. S. 14, 62 S. Ct. Rep. 48, 86 L. Ed. 9

Penn Dairies vs. Milk Control Commission, 318 U. S. 262, 86 L. Ed. 748, 63 S. Ct. Rep. 617.

4. There is presented here upon a complete record the important issue as to whether war workers under a cost-plus-a-fixed-fee contract are entitled to the benefits of the Wage and Hour Law.

C.

Jurisdiction.

The orignial judgment of the Fifth Circuit Court of Appeals was entered on April 7, 1948; the *per curiam* refusing rehearing was rendered on June 9, 1948.

The jurisdiction of this court is invoked under Section 240(a) of the Judicial Code as amended by Act of February 13, 1925 (Title 28 U. S. C. A. 347).

WHEREFORE, your petitioners respectfully pray that a Writ of Certiorari be issued out of and under the Seal of this Honorable Court, directed to the United States Circuit Court of Appeals for the Fifth Circuit, command-

ing that court to certify and send to this Court for its review and determination, on a day certain to be named therein, a full and complete transcript of the record and all proceedings in case No. 12,173, entitled on its docket "M. T. Reed, et al., Appellants, vs. Eugene M. Murphey, Jr., et al., Appellees" and that said Judgment of the said Circuit Court of Appeals may be reversed by this Honorable Court or in the alternative, if this Honorable Court deems the record incomplete or in need of amplification, that this cause be remanded to the District Court for reconsideration and amplification of the record in the light of such opinion as the Court may render in regard thereto, as well as the opinion of this Honorable Court in the case of *Kennedy vs. Silas Mason*, cited *supra*, and that your petitioners may have such other and further relief in the premises as to this Honorable Court may seem meet and just, and for such other relief as the Court may deem proper.

WEBB M. MIZE,
Attorney for Petitioners.

BIDWELL ADAM,
ENGLISH LINDSEY,
R. W. THOMPSON, JR.,
All of Gulfport, Mississippi,
Of Counsel.

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MEMORANDUM BRIEF IN SUPPORT OF PETITION FOR WRIT OF CERTIORARI

MAY IT PLEASE THE COURT:

The opinion of the Circuit Court of Appeals for the Fifth Circuit is not yet reported but is found at Page 367 of the record and was rendered on April 7, 1948. Jurisdiction of this court is invoked under Section 240(a) of the Judicial Code as amended by the Act of February 13, 1925 (Title 28 U. S. C. A. 347).

Statement of the Case

Reference is respectfully made to "Summary Statement of Matter Involved," Supra, in the Petition for Writ of Certiorari.

This case comes before the Court upon what we believe to be a complete record, having everything in the record that was lacking in the *Kennedy case*. There was an investigation of the facts, of course, by the plaintiffs and also by the defendants and the Navy Department, and a very complete analysis and investigation made by the Wage and Hour Division of the Department of Labor, which report was later made available to all parties for study (Record 11, 12 and 15). After the said report had been made available, the defendants herein then filed a request for admission of facts based upon the Wage and Hour Division's Report, which, together with the answer thereto and the testimony of the Naval Auditor, William R. Owings, constituted the entire record in the case (Record 30, *et seq.*).

This report examined and analyzed the contracts between the defendants and the United States Government and the method of dealings between the said parties, as well as the classification and grouping of the claims of each of the petitioners herein. This investigation and findings, being independent and impartial, were accepted by petitioners and respondents as speaking the absolute truth in the matter.

Specifications of Error

1. The Circuit Court of Appeals erred in finding that commerce was not involved in this case within the meaning of the Fair Labor Standards Act law.

2. The Circuit Court of Appeals erred in holding that employees of a wartime cost-plus-a-fixed-fee contractor producing war supplies and equipment for the armed forces were not covered by the Fair Labor Standards Act.

3. The court erred in concluding that the activities carried on under the cost-plus-a-fixed-fee contract in this case was not commerce within the meaning of the Fair Labor Standards Act.

4. The court erred in concluding that the respondent was not an independent contractor.

5. The court erred in concluding that the respondent was not engaged in commerce and the production of goods for commerce.

6. The court erred in concluding that the case of *Southern Package Corporation vs. Walton, 196 Mississippi 786; 18 So. (2d) 458*, was decisive to the effect that liquidated damages were not allowable.

7. The court erred in holding that there can be no commerce in war equipment.

ARGUMENT

I.

The issues presented by this application are of tremendous public importance. We have with one exception (the question of the effect of the Act of July 2, 1940) the same issues practically as here before the Court in the case of *Kennedy vs. Silas Mason, 68 S. Ct. Rep. 1031*, decided by this Court on May 17, 1948.

Out of the immense amount of business done by the government under cost-plus-fixed-fee contracts in the recent war, there have arisen a multitude of claims like the claim of petitioners here, a large number of which are now waiting disposition in the trial courts or appellate courts, and this Court has already dealt with a large number of cases somewhat similar in nature to the case at bar in the application of the Fair Labor Standards Act and also with the question of what constitutes commerce. "Commerce" is defined in the Fair Labor Standards Act to mean "trade, commerce, transportation, transmission, or communication among the several states or from any state to any place outside thereof."

The Court has, in our judgment, settled the proposition that cost-plus-fixed-fee contractors with the government are not agents of the government and do not consequently receive any immunity or insulation in virtue of the government's sovereign immunity. *Alabama vs. King and Boozer, 314 U. S. 1, 62 S. Ct. Rep. 43, 86 L. Ed. 3, 140 A. L. R. 615; Curry vs. U. S., 314 U. S. 14, 62 S. Ct. Rep. 48, 86 L. Ed. 9; Penn Dairies vs. Pennsylvania Milk Control Commission, 318 U. S. 262, 86 L. Ed. 748, 63 S. Ct. Rep. 617.*

This Court, as well as some of the inferior courts from other circuits, have discussed the question of what is commerce. *Cf. N. L. R. B. vs. Sunshine Mining Co., 9 Cir., 110 F. 2d 780,* cert. denied, 312 U. S. 678, 61 S. Ct. Rep. 447, 85 L. Ed. 1118; *Canyon Corp. vs. N. L. R. B., 8 Cir., 128 F. 2d 953;* and *Timberlake vs. Day & Zimmerman, Inc., D. C. S. D. Iowa, 49 F. Supp. 28,* with *N. L. R. B. vs. Idaho-Maryland M. Corp., 9 Cir., 98 F. 2d 129,* and *Fox vs. Summit King Mines, Ltd., D. C. Nev., 1943, 48 F. Supp. 952. Atlantic Co. vs. Walling, 131 F. 2d 518; Hoke vs. U. S., 227 U. S. 308, 33 S. Ct. Rep. 281, 57 L. Ed. 523, 43 L. R. A., N. S., 906 Ann. Cas. 1913E, 905,* and *Caminetti vs. U. S., 242 U. S. 470, 37 S. Ct. Rep. 192, 61 L. Ed. 442, L. R. A. 1917F, 502 Ann. Cas. 1917B, 1168; United States vs. Simpson, 252 U. S. 465, 40 S. Ct. Rep. 364, 64 L. Ed. 665, 10 A. L. R. 510* and *United States vs. Hill, 248 U. S. 420, 39 S. Ct. Rep. 143, 63 L. Ed. 337; Gooch vs. U. S., 297 U. S. 124, 56 S. Ct. Rep. 395, 80 L. Ed. 522; Brooks vs. U. S., 267 U. S. 432, 45 S. Ct. Rep. 345, 69 L. Ed. 699, 37 A. L. R. 1407; Champion vs. Ames, 188 U. S. 321, 23 S. Ct. Rep. 321, 47 L. Ed. 492; Weber vs. Freed, 239 U. S. 325, 36 S. Ct. Rep. 131, 60 L. Ed. 308, Ann. Cas. 1916C, 317; Reid vs. Colo-*

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rado, 187 U. S. 137, 23 S. Ct. Rep. 92, 47 L. Ed. 108, and *Edwards vs. California, 314 U. S. 160, 62 S. Ct. Rep. 164, 88 L. Ed. 119.*

II.

The decision of the Fifth Circuit Court of Appeals in the case at bar is squarely in conflict with the case of *Bell, et al, vs. Porter, et al, 159 F. 2d 117 (7th Circuit).* If the court's decision rested on the fact that the government owned the materials during production and transportation, then it was not only in conflict with *Bell vs. Porter, supra,* but was also contrary to its own decision in *St. Johns River Shipbuilding Co. vs. Adams, 164 F. 2d 1012,* which was decided on the same day as the *Kennedy* case.

In the *St. Johns River Shipbuilding Company case,* the same court held that the construction of "Liberty Ships" under a cost-plus-a-fixed-fee contract at a government owned shipyard and using government owned materials and tools was covered by the Fair Labor Standards Act since the ships might serve commercial purposes as well as war purposes. By the application of the same line of reasoning, the petitioners here should have been covered under the Act, but the appellate court apparently thought otherwise.

III.

We believe the authorities cited under Paragraph I, *supra,* amply cover this point.

IV.

This decision by the court below, while not precisely presenting the same issue, does appear to be contrary to the ruling of this Court in the following cases: *Alabama vs. King and Boozer, 314 U. S. 1; Buckstaff Co. vs. McKinley, 308 U. S. 358; Curry vs. U. S., 314 U. S. 14; Penn Dairies vs. Milk Control Commission, 318 U. S. 361, 63 S. Ct. 617.*

Aside from this, the manner in which the contracting parties dealt with each other and regarded the contract is in our judgment conclusive upon the question of whether or not respondent was an independent contractor. See also dissenting opinion of Judge Hutcheson in the instant case (Record 379).

V.

We embrace specifications of error 5 and 7, since they are so closely akin.

The view which the court of appeals took that the goods handled at the Naval Advance Base Depot at Gulfport, Mississippi were for war and therefore expendibles, and that there could be no commerce in war, is in our humble judgment in direct conflict with the intent of Congress and in direct conflict with the meaning of the Wage and Hour Law itself. We believe that this Court, by the decisions cited *supra*, has given to "commerce" a far broader meaning and interpretation than that placed thereon by the learned court below.

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VI.

Under this point, we feel that the decision of the Mississippi Supreme Court in *Southern Package Corp. vs. Walton, 196 Miss. 786, 18 So. 2d 458*, is in conflict with *Overnight Motor Transportation Co. vs. Missel, 316 U. S. 572, 62 S. Ct. Rep. 1216*, and feel that the dissenting opinion by the learned Chief Justice of the Mississippi Supreme Court in that decision correctly states the law; that is, that the Supreme Court of Mississippi cannot state the intendment of Congress but that this lies wholly within the province of this Honorable Court.

Respectfully submitted,

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IN THE

Supreme Court of the United States

No. 205

October Term, 1948

EUGENE M. MURPHEY, JR., *et al.*,

Petitioners,

—v.—

M. T. REED, *et al.*, a copartnership doing business as M. T. REED CONSTRUCTION COMPANY

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE FIFTH CIRCUIT

BRIEF FOR RESPONDENTS IN OPPOSITION

CHARLES S. COLEMAN
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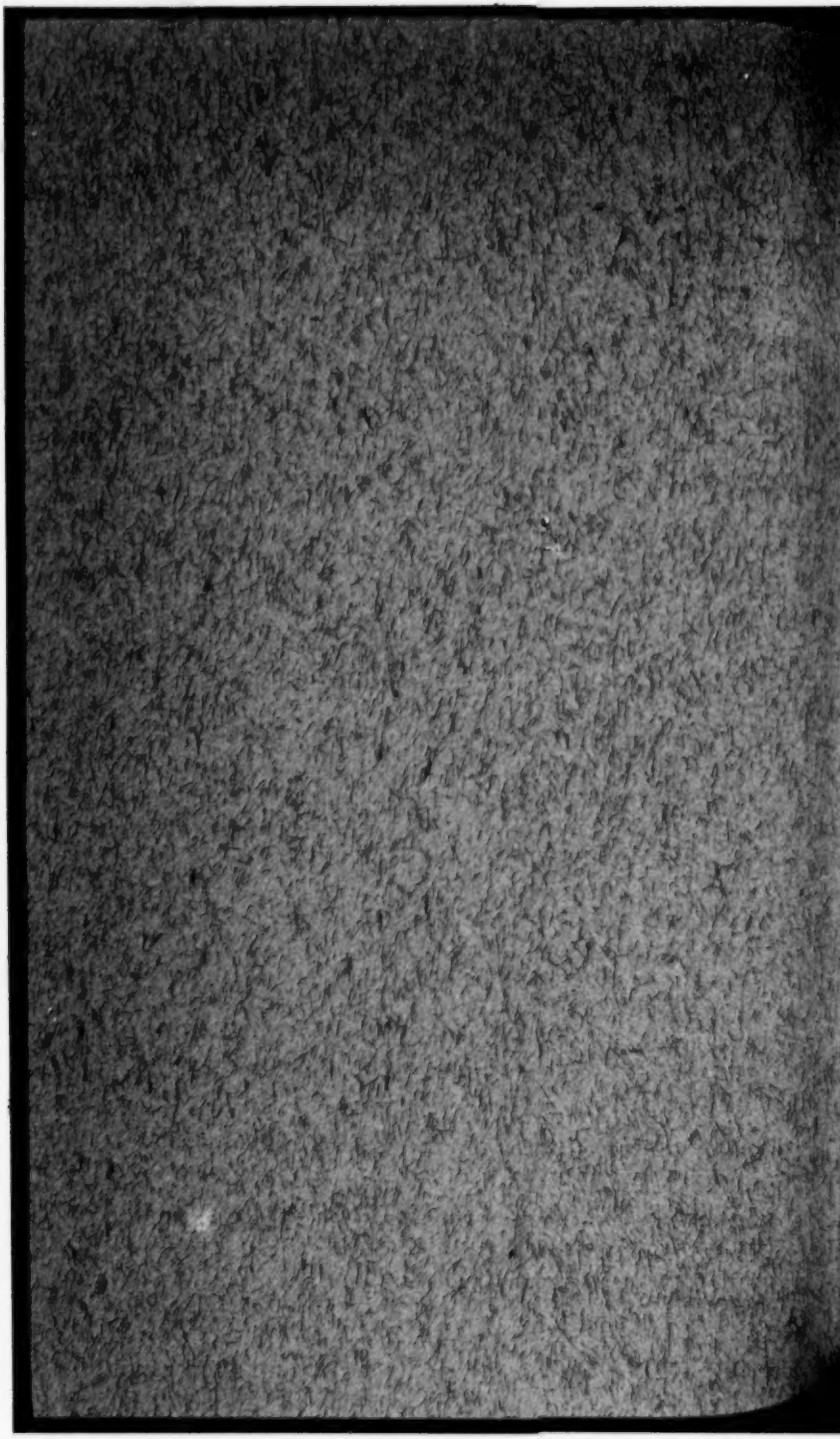
Counsel for Respondents



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IN THE

Supreme Court of the United States

October Term, 1948

No. 206

EUGENE M. MURPHEY, JR., *et al.*,

Petitioners,

—v.—

M. T. REED, *et al.*, a copartnership doing business as M. T. REED CONSTRUCTION COMPANY

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE FIFTH CIRCUIT

BRIEF FOR RESPONDENTS IN OPPOSITION

Opinions Below

The opinion of the District Court of the United States for the Southern District of Mississippi (R. 318-319) is not officially reported. The opinion of the Circuit Court of Appeals for the Fifth Circuit is reported at 168 F. 2d 257.

Jurisdiction

The judgment of the Circuit Court of Appeals for the Fifth Circuit was entered on April 7, 1948. A petition for rehearing was filed on April 23, 1948 and was denied on June 9, 1948. The petition for writ of certiorari was filed on August 9, 1948. The jurisdiction of this Court is invoked under Section 240 (a) of the Judicial Code, as amended by the Act of February 13, 1925.

Question Presented

Whether petitioners, employed as guards, timekeepers, timecheckers, material checkers, engineers, draftsmen, rodmen, building inspectors, blue-print machine operators, paymasters, accountants, stenographers, clerks, lumber expediter, purchasing agent, superintendent of motor pool, chauffeur, and firemen, in connection with the construction, wholly in Mississippi, of new navy camps, under cost-plus contract with the United States, and in miscellaneous capacities such as draftsman, storekeeper, chauffeur, accountant, and clerk-typist in connection with the maintenance and operation of a United States Naval Advance Base Depot in Mississippi, under similar cost-plus contract, were "engaged in commerce or in the production of goods for commerce" within the meaning of the Fair Labor Standards Act.

Statute Involved

The pertinent provisions of the Fair Labor Standards Act of 1938, c. 676, 52 Stat. 1060, 29 U. S. C. 201 *et seq.*, are set forth in the Appendix, *infra*, pp. i-viii.

Statement

This action was brought by petitioners under the Fair Labor Standards Act to recover overtime compensation, liquidated damages, and counsel fees for the period between July 8, 1942 and August 19, 1945.[1] The vast majority of the claims are based upon employment in connection with the construction, wholly in Mississippi, of new Navy encampments. The remaining claims are based upon em-

[1] Only three of the 117 petitioners were employed during any part of 1944 or 1945 (R. 124-125, 185-188, 266-268).

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ployment in connection with the maintenance and operation of one of the camps, a United States Naval Advance Base Depot (R. 118-310).

The case was tried upon (1) a stipulation that the respondents' request for admission of fact and the petitioners' reply thereto should constitute the factual proof, and (2) the testimony of one witness[2] for petitioners (R. 314, 355-363, 364).

The relevant facts may be summarized as follows:[3]

As part of the government defense program during the past war, the Chief of the Bureau of Yards and Docks, Navy Department, in 1942 entered into two cost-plus-a-fixed-fee contracts[4] with the respondents, a copartnership doing business as M. T. Reed Construction Company. The first of these contracts was for construction of a navy camp for training Construction Battalions, popularly known as Seabees, and a United States Naval Advance Base Depot

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[2] This witness testified regarding the activities of several of the petitioners (R. 358-360) and stated that he believed he "could trace the activities of each employee and connect it either directly or indirectly with the materials and supplies that came from within the state and from without the state" (R. 357).

[3] The District Court made no findings as to the activities of the individual petitioners. Nor did it make any findings showing the relationship of any particular petitioners to interstate commerce. Its findings are devoted to a description of the cost-plus contracts, the respondents' activities, the salary arrangements, and a general conclusion that the Advance Base Depot was used in commerce and that all the petitioners were engaged in commerce (R. 327-345).

[4] Under these cost-plus contracts, the United States is obligated to reimburse respondents for moneys paid in resisting, settling, or otherwise disposing of the claims involved in this action. Defense of the litigation was initially undertaken by the United States Attorney, Jackson, Mississippi, at the request of the Navy Department. After the United States Attorney noted the appeal from the judgment of the District Court for petitioners, defense of the action was transferred to private counsel pursuant to new procedures adopted by the Government.

at Gulfport, Mississippi; the second was for maintenance and operation of the Naval Advance Base Depot (R. 30-31).

The respondents performed these contracts through separate and distinct organizations with separate and distinct payrolls (R. 32) under close supervision by the Navy Department and its representatives (R. 38, 40, 41, 44, 46, 47, 48, 49, 89, 91, 96, 104, 111, 113).

New Construction. Pursuant to the construction contract, the respondents engaged in the new and original construction of warehouses, buildings, barracks, mess halls, railroad spurs, a recreation hall, a laundry and other installations appropriate to navy encampments at Gulfport, Mississippi.[5] In addition, they constructed a rifle range 25 miles north of Gulfport and an ammunition storage depot (R. 33-36).

Construction materials for the project were obtained from local and out-of-state sources. Approximately 40 per cent of the dollar value of purchase orders was issued to out-of-state vendors (R. 34-35).

The great majority of the petitioners were employed as field or office workers in connection with the new construction project during all or part of their employment.[6] They worked as guards, timekeepers, timecheckers, material checkers, draftsmen, rodmen, building inspectors, blueprint machine operators, paymasters, accountants, stenog-

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[5] Preliminary work was begun in the latter part of April, 1942. Actual construction in the field commenced on or about May 15, 1942 and was completed April 6, 1943. Incidental office work was completed June 29, 1943 (R. 32).

[6] Of the 117 petitioners, eighty-nine were new construction employees throughout their employment, twenty-one were new construction employees during part, and maintenance and operation employees during the remainder, of their employment; seven were maintenance and operations employees throughout their employment (Exhibits 1 through 133, R. 118-130).

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raphers, clerks, lumber expediter, purchasing agent, superintendent of motor pool, chauffeur, and fireman (R. 64-102).

The guards performed custodial duties at various posts throughout the construction area (R. 53-76).

The timekeepers kept time records of construction workers, including carpenters, concrete and steel construction workers, bricklayers, plumbers, builders, and mechanics. They also kept the time of truck drivers primarily engaged in hauling materials and equipment which had previously come to rest in and about the project. As an incident of their timekeeping duties, several timekeepers kept time records of laborers, among others, who spent part of their time unloading interstate shipments (R. 78-81, 118).

The timecheckers, under the supervision of the Navy Auditor, checked the timekeepers to see that records were properly kept (R. 79). The material checkers received and checked the materials used in construction work as to quantity and quality and prepared a receiving and inspection (R & I) report (R. 77-78).

The engineers (R. 90, 91-94), draftsmen (R. 91, 97), blue-print machine operators (R. 94-95), building inspectors (R. 95-96, 117), and rodmen (R. 96) performed various duties relating to the planning and the construction of buildings and other installations at the project. The fireman sprinkled freshly laid concrete with water and was subject to call in case of fire (R. 76-77); the chauffeur drove maintenance and operations officials and employees to points in and about the depot (R. 98); the lumber expediter facilitated lumber shipments (R. 100-101); and the superintendent of the motor pool was in charge of a pool of passenger motor cars (R. 101).

The accountants, clerks, and other office personnel engaged in various activities such as maintaining payroll

records of construction workers (R. 81-82); handling war bond accounts, which involved mailing some bonds to extra-state points from time to time (R. 82-83); preparing social security and withholding tax reports (R. 83-84); preparing for payment invoices covering construction materials (R. 84); preparing vouchers in connection with the payment of invoices received from vendors of construction materials (R. 85-86); checking cancelled checks with payroll records and vouchers (R. 86); recording and reporting the number of hours a particular item of rental equipment was used in construction work (R. 87-88); posting data on fingerprint records subsequently sent to the Federal Bureau of Investigation (R. 88); typing lumber purchase orders (R. 88); maintaining cost records (R. 89); maintaining an inventory of the materials and equipment on hand (R. 89-90); and handling and distributing office supplies to office workers (R. 95).

Maintenance and operations. Under the maintenance and operations contract, the respondents maintained and operated the Naval Advance Depot where materials and equipment were received from all parts of the United States for storage, assembly, and reshipment to Seabees at advance bases in the various war theatres (R. 31, 37).[7]

Most of the goods received at the depot were stored in one of the maintenance and operations warehouses or in the open storage area. The period of storage varied from a few days to several months. Incoming and outgoing shipments were of daily occurrence (R. 40). And direc-

[7] Additional functions of the respondents under this contract included purchase, assembly, fabrication, testing, and preparation of materials and equipment for advance bases. However, only a small amount of miscellaneous items were fabricated in the performance of the contract (R. 31, 37). There is no evidence as to the time when such fabrication occurred or that it occurred regularly. Nor is there any evidence that any activities of any of the petitioners was related to such fabrication.

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tions were received daily from Washington for the shipment of materials and equipment on hand to advance bases (R. 41).

For a period of about six months, the respondents purchased, upon a reimbursable basis, a substantial amount of materials and equipment needed for Seabee Battalions overseas. All purchases were made on the basis of requirements of the Bureau of Yards and Docks, Navy Department, and the respondents regularly received instructions from the Bureau regarding the purchases to be made (R. 38).

As indicated above,[8] twenty-eight of the petitioners were maintenance and operations employees during all or part of their employment. Like the *new construction* employees, they were employed in a variety of capacities.[9] They engaged in activities such as maintaining payroll records (R. 103), handling war bonds (R. 102), preparing invoices for payment (R. 102), entering paid invoices in a voucher register (R. 102), managing the shipping department (R. 103), posting the bill of lading and invoice register (R. 104), keeping an inventory of automobile parts used in the maintenance of vehicles used at the depot (R. 104), allocating storage space (R. 104-105), operating a blueprint machine (R. 105), checking the time and attendance of maintenance and operations employees (R. 105-106), maintaining cost records (R. 106), checking mechanical equipment as to condition (R. 106-107), traffic management (R. 107), storekeeping (R. 107-108), chauffeuring (R. 108), general accounting (R. 108), expediting delivery of purchases (R. 108-109), studying records and under-

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[8] At p. 4, footnote 6.

[9] Draftsman, storekeeper, accountant, timechecker, expediter, assistant coordinator, office manager, personnel director, clerk, clerk-typist, chauffeur, blueprint-machine operator, engineer, technician, superintendent of motor pool, and special assistant to manager (R. 102-113).

going training for the job of supervising a perpetual inventory of stock (R. 109), preparing "assembling lists" used in connection with exporting materials to advance bases (R. 110-111), hiring and assigning new employees to departments where there were vacancies (R. 111), managing field operations relative to receipt and shipment of materials (R. 111-112), managing the operation and maintenance of heavy equipment used in loading and unloading (R. 112), and supervising a motor pool (R. 113).

On the above facts, the District Court held that the 117 petitioners[10] involved herein were engaged in commerce (R. 318, 345) within the meaning of the Fair Labor Standards Act and entered a judgment granting the relief sought (R. 323-327).

On appeal, the Circuit Court of Appeals for the Fifth Circuit reversed. It was of the view that, even apart from the wartime cost-plus contracts and vital war operations involved in the case, the petitioners, on the undisputed record evidence, were not engaged in commerce within the meaning of the Fair Labor Standards Act. 168 F. 2d at 261. It pointed out that: (1) work such as that performed by the great bulk of the petitioners, who engaged solely in local intra-state building activities throughout their employment, has uniformly been held to be outside the coverage of the Act; and (2) the petitioners had wholly failed to discharge their burden of proving that they, as dis-

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[10] This action was brought by 121 named plaintiffs and two intervenors (R. 2-9, 18, 26). As indicated above, the District Court's judgment was entered for 117 of these claimants. With respect to the six remaining claimants the record discloses: there was no evidence supporting the claims of three individuals who could not be identified on the defendants' payroll (R. 116-117); Thomas A. Williamson, had been listed twice in the complaint (R. 2-3, 117); J. Warren Patterson did not work any hours in excess of 40 in any workweek during the period for which overtime was sought (R. 5, 254); and Eddie Spiers had no claim for overtime (R. 117).

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tinguished from their employers, were engaged in commerce, or in activities so closely related to commerce as to bring them within its scope.[11] However, the Court stated it preferred to rest its decision on the broad general proposition that "employees of a wartime cost-plus contractor with the United States government employed during a war in operations vital to the war effort" are not engaged in commerce or in the production of goods for commerce within the meaning of the Fair Labor Standards Act. *Id.* at 262-263. One judge dissented from the conclusion of the majority which he stated to be "that there can be no commerce in war supplies and equipment for the use of the armed forces," but conceded that he was greatly impressed with some of the reasons advanced by the majority for its view that the petitioners had failed to sustain their burden of proving that they, as distinguished from their employers, were engaged in commerce or in the production of goods for commerce. *Id.* at 263-264.

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[11] The Circuit Court also indicated that even if the Fair Labor Standards Act were applicable to the respondents and their employees:

1. Eleven of the petitioners were clearly within the executive, administrative, and professional exemption established by Section 13(a)(1) of the Act;

2. Certain of the petitioners who were hired, discharged, and worked solely under the control and supervision of the Navy and its representatives were, in fact, employees of the Navy Department and not of the respondents;

3. The amounts awarded for overtime compensation and liquidation damages were erroneously computed on a regular hourly rate based upon a fictitious forty-hour workweek and were, therefore, excessive;

4. The petitioner's claims for liquidated damages were subject to the one-year statute of limitation prescribed by Section 731, Mississippi Code 1942; and

5. In any event, the respondents are still entitled to assert any new defenses authorized by the Portal-to-Portal Act of 1947, Public Law 49, 80th Cong. 1st Sess., which was enacted after entry of the judgment of the District Court. *Id.* at 262.

ARGUMENT

1. Petitioners contend that, with one exception,[12] this case presents substantially the same issues with respect to the effect of cost-plus contracts and wartime operations upon the coverage of the Fair Labor Standards Act as *Kennedy* v. *Silas Mason Co.*, 334 U. S. 249, and that the record in this case is adequate for the disposition of those issues.

This contention ignores the vital distinguishing fact that the judgment of the Circuit Court in the instant case is clearly correct without regard to the views which may ultimately be adopted on those issues. In the *Kennedy* case, *supra*, the employees, who worked in a government-owned munitions plant operated under a cost-plus-a-fixed-fee contract with the War Department, were unquestionably within the ambit of the Act unless its applicability was precluded by the cost-plus contracts and the wartime operations and legislation involved therein. On the other hand, the petitioners herein, even apart from the cost-plus and wartime aspects of the case, are on the undisputed record evidence not within the coverage of the Act.

As the record clearly shows, and as the Circuit Court recognized, the great majority of the petitioners were engaged in new and original construction of navy encampments in Mississippi. It has uniformly been held that individuals employed on such work are not "engaged in commerce or in the production of goods for commerce"

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[12] The question of the effect of the Act of July 2, 1940, c. 508, 54 Stat. 712.

within the meaning of the Fair Labor Standards Act.[13] This rule has been applied to individuals employed in activities which closely parallel those involved in the instant case. Thus, in *Cohen* v. *Cauldwell Wingate Co.*, 296 N. Y. 776, certiorari denied 332 U. S. 790, timekeepers and cost-clerks employed in connection with the new and original construction of an army camp were held to be outside the scope of the statute. Similarly, in *Soderberg* v. *S. Birch & Sons Construction Co.*, 163 F. 2d 37 (C. C. A. 9), certiorari denied 332 U. S. 816, clerks, typists, timekeepers, warehousemen, auditors, expediters, and storekeepers employed in connection with the construction of fortifications in the Aleutian islands were held to be outside the coverage of the Act.

The result consistently reached by the courts in the cases cited above is in accord with the official interpretation of the Act heretofore adopted by the Administrator of the Wage and Hour Division. Interpretative Bulletin No. 5, Paragraph 12 (1944-45 Wage and Hour Manual 23), Appendix, *infra*, p. iii, et seq. The Administrator's view is particularly pertinent here since he referred to army barracks as an example of the type of new construction not within the Act. 1944-1945 Wage and Hour Manual 32-33, Appendix, *infra*, p. iv.

Under the foregoing rulings, it is clear that the petitioners whose work related solely to new and original con-

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[13] *Barbe* v. *Cummins Const. Corp.*, 138 F. 2d 667 (C. C. A. 4); *Noonan* v. *Fruco Const. Co.*, 140 F. 2d 633 (C. C. A. 8); *Parham* v. *Austin Co.*, 158 F. 2d 566 (C. C. A. 5); *Nieves* v. *Standard Dredging Corp.*, 152 F. 2d 719 (C. C. A. 1); *Scott* v. *Ford Bacon & Davis*, 55 F. Supp. 982 (E. D. Pa.); *Collins* v. *Ford, Bacon & Davis*, 66 F. Supp. 424 (E. D. Pa.); *Wells et al.* v. *Ford, Bacon & Davis*, 7 Labor Cases, Par. 61, 929 (W. D. Ky.), aff'd. without opinion, 145 F. 2d 240 (C. C. A. 6); *Damon* v. *Ford, Bacon & Davis*, 62 F. Supp. 446 (E. D. Pa.); *Kelly* v. *Ford, Bacon & Davis*, 162 F. 2d 555 (C. C. A. 3).

struction of navy camps were not engaged in commerce within the meaning of the Fair Labor Standards Act.

Furthermore, the record discloses and the Circuit Court recognized that the petitioners, including those not engaged in new construction, failed to show that they, as distinguished from their employers, were engaged in commerce or in the production of goods for commerce. *Cf. Walling* v. *Jacksonville Paper Co.*, 317 U. S. 564, 571-572; *Kirschbaum* v. *Walling*, 316 U. S. 517. They failed to show a close relationship between their work and the interstate movement of materials or supplies. They neither handled, received, nor unloaded such materials or supplies. On the undisputed evidence, their work was not sufficiently closely related to interstate activities as to be a part thereof, and accordingly, they were not within the coverage of the Act. *Cf. McLeod* v. *Threlkeld*, 319 U. S. 491, 497.

The result reached by the Circuit Court in this case is not, as the petitioners suggest, in direct conflict with the decision of the Seventh Circuit in *Bell* v. *Porter*, 159 F. 2d 117 (C. C. A. 7), certiorari granted 330 U. S. 817, order granting certiorari vacated and certiorari denied 330 U. S. 813. That case like the *Kennedy* case, *supra*, involved employees of a cost-plus operator of an ordnance plant who were clearly within the scope of the statute unless its applicability was precluded by the impact of cost-plus contracts and wartime operations. It did not involve the "in commerce" issues discussed above upon which we submit the result reached by the Circuit Court in this case is clearly correct.

2. Petitioners also contend that the decision of the Fifth Circuit is in conflict with certain enumerated decisions of this Court (Pet., p. 5) which deal with the question whether a contractor or cost-plus-a-fixed-fee contractor with the

United States is an agent or instrumentality of the United States.

This contention, however, is clearly without merit since the decision of the Circuit Court in this case does not rest on any holding that the respondents were agents or instrumentalities of the United States. Indeed, the Fifth Circuit expressly stated that on the record before it, it was "unable to pass upon the question of whether the defendants [respondents] here were independent contractors, or merely working as agents of the government." 168 F. 2d at 262.

CONCLUSION

For the reasons set forth above, the petition for certiorari herein should be denied.

Respectfully submitted,

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APPENDIX

1. The pertinent provisions of the Fair Labor Standards Act of 1938 (c. 676, 52 Stat. 1060, 29 U. S. C. 201, *et seq.*) read as follows:

> Sec. 2. (a) The Congress hereby finds that the existence, in industries engaged in commerce or in the production of goods for commerce, of labor conditions detrimental to the maintenance of the minimum standard of living necessary for health, efficiency, and general well-being of workers (1) causes commerce and the channels and instrumentalities of commerce to be used to spread and perpetuate such labor conditions among the workers of the several States; (2) burdens commerce and the free flow of goods in commerce; (3) constitutes an unfair method of competition in commerce; (4) leads to labor disputes burdening and obstructing commerce and the free flow of goods in commerce; and (5) interferes with the orderly and fair marketing of goods in commerce.
>
> (b) It is hereby declared to be the policy of this Act, through the exercise by Congress of its power to regulate commerce among the several States, to correct and as rapidly as practicable to eliminate the conditions above referred to in such industries without substantially curtailing employment or earning power.
>
> Sec. 3. As used in this Act—
>
> (a) • • •
>
> (b) "Commerce" means trade, commerce, transportation, transmission, or communication among

the several States or from any State to any place outside thereof.

(c) "State" means any State of the United States or the District of Columbia or any Territory or possession of the United States.

(d) "Employer" includes any person acting directly or indirectly in the interest of an employer in relation to an employee but shall not include the United States or any State or political subdivision of a State, or any labor organization (other than when acting as an employer), or anyone acting in the capacity of officer or agent of such labor organization.

(e) "Employee" includes any individual employed by an employer.

(f) • • •

(g) "Employ" includes to suffer or permit to work.

(h) • • •

(i) "Goods" means goods (including ships and marine equipment), wares, products, commodities, merchandise, or articles or subjects of commerce of any character, or any part or ingredient thereof, but does not include goods after their delivery into the actual physical possession of the ultimate consumer thereof other than a producer, manufacturer, or processor thereof.

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(j) "Produced" means produced, manufactured, mined, handled, or in any other manner worked on in any State; and for the purposes of this Act an employee shall be deemed to have been engaged in the production of goods if such employee was employed in producing, manufacturing, mining, handling, transporting, or in any other manner working on such goods, or in any process or occupation necessary to the production thereof, in any State.

• • • •

Sec. 7. (a) No employer shall, except as otherwise provided in this section, employ any of his employees who is engaged in commerce or in the production of goods for commerce—

(1) for a workweek longer than forty-four hours during the first year from the effective date of this section,

(2) for a workweek longer than forty-two hours during the second year from such date, or

(3) for a workweek longer than forty hours after the expiration of the second year from such date, unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

• • • •

2. Paragraph 12 of Interpretative Bulletin No. 5,* promulgated by the Wage and Hour and Public Contracts

* Since the enactment of the Portal-to-Portal Act of 1947 (Public Law 49, 80th Cong. 1st Sess., 29 U. S. C. 251 *et seq.*), this bulletin has been superseded by an interpretive bulletin entitled "General Statement as to the Coverage of the Wage and Hours Provisions of the Fair Labor Standards Act of 1938" published in the Federal Register, July 11, 1947, 12 F. R. 4583. The new bulletin does not deal with coverage of employees of building and construction contractors.

Division, United States Department of Labor, reads as follows:

> The question arises whether the employees of builders and contractors are entitled to the benefits of the Act. The employees of local construction contractors generally are not engaged in interstate commerce and do not produce any goods which are shipped or sold across State lines. Thus, it is our opinion that employees engaged in the original construction of buildings are not generally within the scope of the Act, even if the buildings when completed will be used to produce goods for commerce. There may be particular employees of such construction contractors, however, who engage in the interstate transportation of materials or other forms of interstate commerce and are for that reason entitled to the benefits of the Act.

1944-1945 Wage and Hour Manual, pp. 32-33 reads as follows:

> Application to Individual Industries—Building and Construction.
>
> Statement by Wage and Hour Division summarizing rulings on construction operations.
>
> Key to the Division's position lies in the fact that it regards the reconstruction, maintenance or repair of buildings used to produce goods sold across state lines as work necessary to the production of goods for commerce within the meaning of the Act. New construction, however, is usually not considered subject to the law unless the construction is "an integral part of the production of a specific type of goods for commerce."

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The distinction between original construction and reconstruction, together with the exceptions made by the Division to its general ruling, is explained, with clarifying examples, in the opinion which follows in full:

Applicability of the Fair Labor Standards Act to employees of building construction contractors

The opinions of the Wage and Hour Division regarding the applicability of the Fair Labor Standards Act to employees of building and construction contractors are set forth in paragraphs 12 and 13 of Interpretative Bulletin No. 5. Because of a number of requests for information which we have received in recent months regarding the applicability of the Act to the types of employees described therein we feel it advisable to clarify the principles stated in these paragraphs in their applicability to certain situations which have been called to our attention.

1. The General Construction of Buildings.

A. *General*

It is stated in paragraph 12 of Interpretative Bulletin No. 5 that "The employees of local construction contractors generally are not engaged in interstate commerce and do not produce any goods which are shipped or sold across State lines. Thus, it is our opinion that employees engaged in the original construction of buildings are not generally within the scope of the act, even if the buildings when completed will be used to produce goods for com-

merce. There may be particular employees of such construction contractors, however, who engage in the interstate transportation of materials or other forms of interstate commerce and are for that reason entitled to the benefits of the act."

B. *Typical Examples of No Coverage*

Typical cases of original construction of buildings in which it is the opinion of the Wage and Hour Division that the Fair Labor Standards Act, has no application are those of employees engaged in the original construction of homes, apartments, churches, schools and army barracks. Moreover, it is the Division's opinion, as pointed out in paragraph 12, that generally employees engaged in the original construction of buildings are not within the coverage of the Act even though the buildings when completed will be used to produce goods for commerce.

C. *Contractor Working in More Than One State*

The mere fact that a construction contractor performs construction work in several states would not affect the status of his employees under the Act if such employee would not otherwise be within its coverage. A typical case would be one in which a construction contractor maintained his principal office in state A and contracted to erect homes and apartment houses in states B and C. Unless the employees engaged in construction in states B and C were engaged in transporting goods, machinery, or materials across state lines, or in other forms of interstate commerce, their employment would not be subject to the Act.

D. *Situations involving original construction where such construction is an integral factor in the production of goods for commerce and intimately related thereto.*

While it is stated in paragraph 12 of Interpretative Bulletin No. 5 that employees engaged in the original construction of buildings are not generally within the scope of the Act, it should not be inferred from this statement that no employees engaged in the original construction of any structure would fall within the coverage of the Act. In the opinion of the Division, employees engaged in the original construction of structures, where such construction must practically be viewed as an integral part of the production of a specific type of goods for commerce, are covered by the Act.

Thus, for example, employees engaged in the original construction of oil derricks and in related construction activities are engaged in processes or occupations necessary to the production of goods within the meaning of Section 3 (j) of the Act. An oil derrick is erected solely to the end of conducting the subsequent drilling operations as a direct result of which the oil is to be produced. When it is considered that such a derrick, when once erected, cannot conceivably serve any other productive purpose, it becomes apparent that the construction thereof is properly to be regarded as an integral step in the actual drilling operations. It is distinguishable from the construction of a factory building which is intended to produce specific types of commodities. The utility of such a factory building is not limited to the production of the commodity originally contem-

plated. There are numerous instances in which, because of economic factors, such as fluctuations in the demands for various factory products, plants have been remodelled, new machinery installed, and commodities entirely different from those originally contemplated have been produced. This obvious distinction urges us to the conclusion that employees who construct an oil derrick should be viewed as engaged in the process of production, but that employees who construct a building in which goods for commerce are to be produced should be regarded as a step removed from actual productive operations. For the same reason as is applicable to oil derrick construction, such operations as clearing land, digging pits, and building certain earthen fire walls, in connection with oil drilling operations are properly to be regarded as within the general coverage of the Act.

The application of the general principle expressed above is limited to the original construction of oil derricks and related construction activities. The situation in which an oil derrick is constructed has been discussed merely to illustrate the operation of the general principle within which it falls.

SUPREME COURT OF THE UNITED STATES

No. 206.—October Term, 1948.

Eugene M. Murphey, Jr., et al., Petitioners, *v.* M. T. Reed, et al., a Co-Partnership, doing business as M. T. Reed Construction Company.	Petition for Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit.

[November 15, 1948.]

Per Curiam.

The petition for writ of certiorari is granted. The judgments below are vacated and the case remanded to the District Court with instructions to dismiss those causes of action involving solely construction work, and to reconsider the remaining causes of action in the light of the decision of this Court in *Kennedy et al.* v. *Silas Mason Co.*, 334 U. S. 249.

Mr. Justice Rutledge is of the opinion that the case as a whole should be remanded to the District Court for further proceedings in view of the decision of this Court in *Kennedy et al.* v. *Silas Mason Co.*, 334 U. S. 249.

Mr. Justice Black, Mr. Justice Douglas and Mr. Justice Murphy dissent.